



# TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904  
Telephone: (207) 475-1329 Fax: (207) 439-6806

## WORKSHOP 6:00 P.M.

The Town Council will meet with the Town Manager and the Town Manager's Library Committee to review and discuss their draft report.

May 9, 2016

Council Chambers

Kittery Town Council  
Regular Meeting  
7:00 p.m.

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. Agenda Amendment and Adoption
6. Town Manager's Report
7. Acceptance of Previous Minutes – 3/9/16 special meeting, 4/11/16 & 4/25/16 regular meetings
8. Interviews for the Board of Appeals and Planning

Planning Board until 11/30/16:

- Brett Costa

9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials.

a. (050116-1) The Kittery Town Council moves to receive a presentation of the FY'17 Municipal Budget from the Interim Town Manager.

10. PUBLIC HEARINGS

a. (050116-2) The Kittery Town Council moves to hold a public hearing on the application of Fahrenheit 225 LLC, 183 Webber Ave, Lewiston, Maine for a Victualer's for Fahrenheit 225, 10 Shapleigh Road, Post Office Square.

b (050116-3) The Kittery Town Council moves to hold a public hearing to approve and hereby ordains an ordinance entitled "Ordinance Approving Additional Local Funds for School Budget for Fiscal Year 2016-2017."

c. (050116-4) The Kittery Council moves to hold a public hearing to approve and hereby ordains an ordinance entitled "Ordinance Approving School Budget for Fiscal Year 2016-2017."

d. (050116-5) The Kittery Town Council moves to hold a public hearing to approve and hereby ordains an ordinance entitled "Ordinance Approving Transfer of Year-End Balances to Dedicated Accounts."

11. DISCUSSION

- a. Discussion by members of the public (three minutes per person)
- b. Response to public comment directed to a particular Councilor
- c. Chairperson's response to public comments

12. UNFINISHED BUSINESS

13. NEW BUSINESS

a. Donations/gifts received for Council disposition

b. (050116-5) The Kittery Town Council moves to approve the disbursement warrants.

c. (050116-6) The Kittery Town Council moves to approve a renewal application from WLH Management Corp., 149 Mendums Landing, Barrington, NH for a Malt, Spirituous and Vinous Liquor License for Warrens Lobster House, 11 Water Street.

d. (050116-7) The Kittery Town Council moves to approve a renewal application from Chios Pizza Inc., 49 Griffin Road, Portsmouth, NH for a Malt Liquor License for Town Pizza Restaurant, 15 Wentworth Street.

e. (050116-8) The Kittery Town Council moves to appoint a representative to meet with the Chair of the KCC Board of Directors to interview Kent Stephens for his re-appointment to that board until 12/31/19.

f. (050116-9) The Kittery Town Council moves to appoint David Lincoln to the Economic Development Committee as a citizen representative until 12/31/16.

g. (050116-10) The Kittery Town Council moves to appoint Joyce Tobey as Warden and Sandra Lutts as Deputy Warden and the opening of the polls at 8:00 a.m. and the closing at 8:00 p.m. for the June 14, 2016 State Primary, Town Meeting, and School Budget Validation Referendum Elections as recommended by the Town Clerk.

h. (050116-11) The Kittery Town Council moves to sign the warrant for the June 14, 2016, School Budget Validation Referendum Election.

i. (050116-12) The Kittery Town Council moves to sign the warrant for the June 14, 2016, Annual Town Meeting/Secret Ballot vote.

j. (050116-13) The Kittery Town Council moves to schedule June 13, 2016 for a public hearing to vote on the FY'17 Municipal and Adult Education Budgets.

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14. COUNCILOR ISSUES OR COMMENTS



15. COMMITTEE AND OTHER REPORTS

- a. Communications from the Chairperson
- b. Committee Reports

16. EXECUTIVE SESSION

(050116-14) The Kittery Town Council moves to go in to executive session with the Town Manager in accordance with 1 M.R.S. §405 (6) (D) to discuss contract labor negotiations.

17. ADJOURNMENT

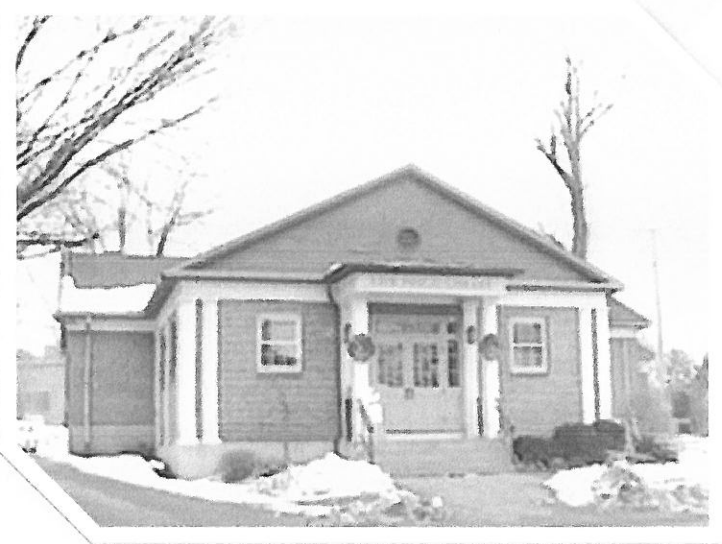
Posted: May 5, 2016



# KITTERY LIBRARY COMMITTEE

## REPORT TO TOWN COUNCIL

**May 2016**



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### **Members**

*Kristina DeMarco*

*George Dow*

*Tom Emerson*

*Debra Kam*

*Tom Newbold, Interim Chair*

*Steve Workman*

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### **Staff**

*Lee Perkins, Library Director*  
*Rice Public Library*

*Carol Granfield*  
*Interim Town Manager*

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## **Executive Summary**

By any measure, the Rice Public Library has served the Community of Kittery admirably over its 128 year history. However, as community assets, the Rice and Taylor buildings are symptomatic of a widening generational gap between traditional library design criteria and a community's historic uses of its library. This gap is particularly striking when juxtaposed to changes in contemporary library design, library mission, and library use. These shifting perspectives and approaches are now firmly established in this second decade of the 21<sup>st</sup> century. Today's society, its social norms, and its ubiquitous tethering to rapidly changing technology, are all driving change across the institutional landscape. As a community institution and asset, the library must also respond to the needs of a changing society if it is to remain relevant. Library design criteria, mission, program content, and general use are substantively changing to meet evolving community needs wherever that community is in the United States.

Fast forward to this second decade in the 21<sup>st</sup> century, those once emerging shifts in a library's mission, use, and design as witnessed in the first decade of this century are now the norm and resident in the design and missions of community libraries, both new and renovated, in Maine, New Hampshire, and Massachusetts. These contextually relevant trend lines in library design, mission, and use all influence Kittery's new library design attributes, size, footprint, access points, transportation patterns, operational cost, and even neighborhood impacts.

## **Introduction**

In the early summer of 2015, the Kittery Town Council tasked the town manager to create a committee to answer five questions posed by the town council in response to a Rice Public Library (RPL) proposal to build a new library facility. At this time, the new library's design was close to completion. Furthermore, the RPL Board was seriously considering the purchase of land adjacent to the Kittery Community Center (referred to as the "Fitzpatrick property") upon which a new library would be built.

## **The Committee**

In quick order, a committee entitled none other than the Library Committee and chaired by the Town Manager was formed. The Committee was comprised of six assigned members, all residents of Kittery. Constituent interests – library director, affected neighbors, interested community members– were engaged as well.

## **Committee Charge**

The town council instructed the Committee to respond to the five (5) questions listed below. The focus on these questions did limit the scope of the committee's work and thus defined its mission. The committee was not asked to take a particular position on a specific library proposal, but only to evaluate and answer the questions at hand.

**Question 1:** Where will a new facility will be located on the proposed site? This question includes items such as what the footprint might be, as well as the overall square footage of the structure.

**Question 2:** How will the facility be accessed? (e.g. vehicular, pedestrian, emergency vehicles, etc.)

**Question 3:** What is the impact on the neighborhood?

**Question 4:** What is the future disposition of the Rice and Taylor buildings?

**Question 5:** What is the impact of the new facility on the Library's operational budget?

## **Guiding Committee Principles and Process:**

Throughout the committee's deliberations, all committee members recognized and adhered to a principle of neutrality. Our effectiveness, our responsibility to the Town Council, and our process of inclusive deliberation was to inquire, research, deliberate, and answer the five questions. What the Committee was not was an advocacy body lobbying for a specific set of solutions to a given question.

## Committee Research Criteria

When researching library design trends, the Library Committee narrowed its research parameters to ME, NH, and MA communities of similar size in population who had built either built a new library or renovated their libraries since 2010. ME, NH, MA and CT state library databases were available and accessible for committee queries. These tailored data sets and associated narratives attained from interviews with five library directors confirmed trends in library functional design, space requirements, and library use along coastal communities in Maine, New Hampshire, and Massachusetts. Additionally, email outreach to library directors in the communities of Lunenburg MA (15,000<sup>sqft</sup>), Athol MA 20,000<sup>sqft</sup>, and Rockland ME (18,500<sup>sqft</sup>) contributed to our narrative. Interviews with Wells, Yarmouth, Falmouth, Salisbury MA, and Conway NH library directors and state level library data sets are exhibited in the report's appendix.

## Schedule and Timelines:

Lastly, it should be briefly noted that during the committee's approximately nine months of deliberation, the situational context was fluid and dynamic. Given these changes which are listed below, the Library Committee's explicit responsibility to answer some of the "Five Questions" has shifted to other constituents.

- The initial build site of choice changed from the Fitzpatrick property to the Kittery Community Campus.
- The relationship between governing bodies –Town Council, KCC Board, & RPL Board– was re-engaged and dialog has been gaining positive traction.
- The Library Committee lost its chairperson, Nancy Puff Colbert, Town Manager, as a result of a career change decision.

## Response to Individual Questions

### Question 1: Where will a new facility be located on the proposed site?

*Note: This question includes items such as what the footprint might be, as well as the overall square footage of the structure.*

#### Proposed Location

When the Library Committee began its work in July 2015, the RPL had put forth a proposal to construct a new library on a parcel of land adjacent to the Kittery Community Center and owned by Barry Fitzpatrick, referred to as the "Fitzpatrick Property". The Library Committee, RPL and KCC worked individually and jointly to explore this first site proposal and its related issues. By early January of 2016, RPL concluded that the Fitzpatrick Property would not meet their needs for reasons more fully described herein. Shortly thereafter, discussions that originated at a Library Committee meeting served as a catalyst for a second RPL proposal to construct the new library on land owned by the Town, referred to as the Kittery Community Center Campus. Though this proposed location changed the situational context for the Library Committee, its members felt that this change in context did not inexorably change the Committee's mission or the relevance of the original questions posed by Town Council.

The RPL is a 501(c)3, a Maine not-for-profit corporation. It is governed by a board of directors that is independent from town government. This legal distinction has specific implications for locating a new library on public land even though the RPL serves the Kittery Community and its operating budget is almost completely funded by tax

dollars. As a result of this legally defined distinction, consideration of any proposal that involves public land in any way must be reviewed by all applicable town government entities

### Proposal 1: The Fitzpatrick Property

The portion of the Fitzpatrick Property designated for potential purchase by the RPL is bordered on all sides by private and public property. This includes the KCC Campus and the dead-end of School Street. As a result, access to the property would limit emergency access from School Street and regular access across the KCC Campus.

### Lessons Learned/The Fitzpatrick Property Initiative

In the strictest of legal terms, site selection for new library falls under the domain of the RPL Board. However, such a decision is far better received by the community at large if its choice is the result of a collaborative decision process involving all key governing constituents. Because the community will have to authorize the use of town-owned property to permit the building of a new library on the Community Campus, Town Council engagement and consent is an undeniable prerequisite if this co-location vision is to gain any traction whatsoever.

Neighborhood engagement and relationship building is paramount. Seeking input from affected neighborhoods fosters trust and support.

### Proposal 2: The Kittery Community Center Campus Co-location

A tentative building site for a new library on Kittery's Community Campus is currently under review by the RPL and KCC Boards.

Given this change in preferred building site, the Library Committee's role is increasingly peripheral. The KCC Board, RPL Board, Kittery Town Council, and eventually, Kittery voters are now the principles guiding this vision. Discussion to determine the optimum siting of a new library is now in their domain. Any contribution that Town Council representation can make in facilitating consensus across KCC and RPL is critical.

No doubt there are significant challenges in creating an integrated Kittery Community Campus housing a town library and a community center. Though these challenges are indisputable, it is the community of Kittery who will reap the long term benefits of co-locating these two community-based enterprises on the Kittery's Community Campus. The potential synergies of co-location are compelling and merit a serious assessment.

### **New Library Design Attributes**

*Note: This includes square footage, building footprint and other functional attributes.*

### The 21<sup>st</sup> Century Library

To better understand the proposed new library's functional design is to better understand national and regional trends in library design (See Appendix C).

What are these trends? (1) Demand for organized community activities, areas to congregate, and universal access for all to "quiet reading" and research spaces will continue to drive library building usage. (2) Access to books and print media will remain a core mission of community libraries for the foreseeable future. (3) Though demand is currently declining, access to digital content will rebound and grow such that library programs and budgets will have to evolve in order to address this future need. (4) Given the difficulty of projecting digital advances, library physical structures need flexible space, adequate power and ventilation, and the ability to evolve networking capabilities.



## Space Requirements Criteria

Library Committee research confirms that the proposed new library's footprint, square footage (approx. **20,000<sup>sqft</sup>**), and functional design parameters are consistent with recently built libraries and those designed but not yet built: Salisbury MA **17,000<sup>sqft</sup>**, Yarmouth ME **23,000<sup>sqft</sup>**, Cape Elizabeth ME **19,500<sup>sqft</sup>**, Portsmouth NH **39,500<sup>sqft</sup>**, Falmouth ME **16,700<sup>sqft</sup>**, and Wells ME **25,000<sup>sqft</sup>**. Five of these six communities out of the many are comparable in population size to Kittery. Each has either completed or is planning to upgrade its town library assets to 21<sup>st</sup> century functional standards. As measured by data, Kittery's aspirations in this regard are far from a statistical outlier.

Determining a library's footprint, square footage, and functional space requirements is the result of a rigorous and prescribed process of inquiry, research and the use of a specific methodology to calculate space requirements. In fact, the 2011 Aaron Cohen Associates planning study funded by the RPL Board (entitled "2011 Services and Operation Plan for the Rice Public Library") used a proven methodology to qualify and quantify space needs. One of three tools used nationally, this methodology entitled "Public Library Space Need: A Companion Workbook" (written by C. Dahlgren and developed by Wisconsin Public Library Commission) was the methodology of choice to determine the functional space requirements for a new library in Kittery. Regionally, the use of the Anders C. Dahlgren "space needs" methodology is required by the Massachusetts State Library Commission in determining space requirements for all proposed new/renovated library designs in the State of Massachusetts. This methodology was also used by the architectural firms who designed the Wells and Cape Elizabeth Libraries respectively.

## **Conclusions: Question 1**

Regardless of legally defined territorial imperatives, the building and siting of a new 21<sup>st</sup> century library is a community decision and one that will require the constituent bodies, KKC, RPL, and the Town Council to work together cooperatively and with the utmost of transparency. Conflicting opinions and priorities need to be openly aired. Reaching consensus will require listening, collaborating, and a shared vision. For Town Council members to support any vision, their citizen constituents must support this vision. Educating community members and building a broad community consensus is an imperative first step if this vision for a new library is to be realized.

RPL's proposed library design, its estimated cost, and its functional design attributes are consistent with trends exhibited both nationally and in recently built libraries and renovated libraries in coastal Maine, New Hampshire, and Massachusetts. The new library's current design is based upon the RPL's 2011 Aaron Cohen Associates Report which used a nationally recognized methodology to determine space requirements and functional design parameters.

## **Question 2: How will the facility be accessed?**

*Note: This question includes access by emergency vehicles and public access by vehicles, bicycles and pedestrians.*

The Library Committee is concerned about primary vehicular access to parking area, pedestrian and bicycle safety, emergency vehicular access, non-vehicular pathway access to Rogers Road, and parking area conflict with children and adults traveling between the Community Center and the library. All of these concerns are shared by the KKC and RPL Boards. If and when a formal planning cycle is launched to build a new library, professional traffic engineering services will best be positioned to address these and other challenges related to multi-modal – vehicles, bicycles, & pedestrian – access, safety, and flow.



## **Conclusions: Question 2**

If multi-modal access to Kittery's Community Campus is problematic in any way, community use of the library and the Kittery Community Center will be negatively affected.

The Committee recommends that the KCC and RPL boards working in conjunction with Kittery Fire and Police Department's to develop preferred access, safety, and traffic flow criteria and then engage traffic engineering professionals as part of an integrated planning team charged with finalizing the specific site locations upon which to build a new library.

## **Question 3: What is the impact on the neighborhood?**

The impact on the affected neighborhoods has not as yet been quantified. An increase in local traffic is a given. How traffic flows and how increased traffic volume affects the quality of life in abutting neighborhoods are undoubtedly of primary concern to affected neighborhoods. The first of many anticipated neighborhood outreach sessions was held by the RPL on April 12, 2016. 35 people attended this session.

At this time, the affect neighborhoods and for that matter, the community-at-large are just coming up to speed about this vision to co-locating the library on the Kittery Community Campus.

## **Conclusions: Question 3**

If this process moves forward with the KCC and RPL Boards, community outreach to affected neighborhoods will be critical. Affected neighborhoods want and deserve to be heard. The KCC and RPL Boards must be attentive to the benefits of outreach events like regularly scheduled listening sessions, information sessions, and RPL website updates.

## **Question 4: What is the future disposition of the Rice and Taylor buildings?**

An architecturally stunning structure, the Rice Library building is an historic town asset cherished by many in Kittery. On the other hand, the Taylor Building was repurposed as a library after serving as a courthouse for decades, and is not considered of equal historic importance or of architectural merit. Due to their ages, both buildings require a significant amount of ongoing maintenance, and the Rice building is still not handicapped accessible.

The RPL Board has formed a sub-committee to formally identify and study future options for both buildings. This sub-committee, the Library Charette Committee, consists of Director Lee Perkins, Doug Greene, Tom Emerson, Steve Kosacz, David Bachelder and liaisons from the Portsmouth Naval Shipyard. The committee, with assistance from former Town Manager Nancy Colbert Puff and Town Planner Chris DeMatteo, has identified restrictive zoning issues which affect the potential property value of both buildings as well as the prospect of expanding either building. Potential zoning change would need to be considered within the context of the ongoing Comprehensive Plan Update. The Charette Committee is conducting ongoing research into how the Rice Building might continue to be a community-owned asset and what specific options, if any, there might be for the Taylor Building. No timetable for the conclusion of that study has yet been set.

#### **Conclusions: Question 4**

Much like the siting of a new library, the re-purposing of the Rice building is in effect a community decision. As this co-location vision moves forward, the RLP's Repurposing sub-committee's inclusive inquiry should assure that the best set of community vetted options becomes available for community consideration.

#### **Question 5: What is the impact of the new facility on the Library's operational budget?**

To date, an energy cost analysis to heat/cool a near "net-zero" 20,000<sup>SqFt</sup> library as designed is available. This estimated \$9,000 annual energy cost represents an annual savings of \$6,000 when compared the current Rice Library buildings current energy costs of \$15,000 annually.

#### **Conclusions: Question 5**

The Library Committee has requested of RPL resources to assess/analyze the financial impacts that a new library would have on its operational budget. A completed analysis is scheduled for completion on May 30<sup>th</sup>.

#### **Committee Conclusion**

This vision to locate a 21<sup>st</sup> century library on a Kittery Community Campus alongside the Kittery Community Center is compelling. Those very major decisions required to realize this co-location vision are community decisions and therefore should only be made by the community at large or its surrogate. Only one governing body, the Kittery Town Council, represents the community at large and as such, is in the most appropriate position to guide this vision to its conclusion.

## Appendix A

### Library Research Data

#### Recent Maine Library Construction Activity: Planned, Ongoing, and Completed

Town	Population	Library	Stage	Type	Revised Sq. Ft.	Cost
Augusta	18,705	Lithgow Public Library	Under Construction 2015	Addition/Renovation	35,000	\$11,700,000
Bangor	32,568	Bangor Public Library	Under Construction 2015	Addition/Renovation	60,000	\$3,000,000
Belgrade	3,154	Belgrade Public Library	Completed 2012	Renovation		\$300,000
Biddeford	21,337	McArthur Public Library	Completed 2011	Addition/Renovation	16,000	\$265,000
Boothbay Harbor	2,170	Boothbay Harbor Memorial Library	Completed 2014	Addition/Renovation	2,800	\$500,000
Bradford	1,268	John B. Curtis Free Public Library	Planning 2013	Renovation	1,000	\$?
Bridgton	5,344	Bridgton Public Library	Completed 2013	Renovation	1,728	\$75,000
Cape Elizabeth	9,185	Thomas Memorial Library	Completed 2015	Addition/Renovation	19,500	\$4,200,000
Carmel	2,796	Simpson Memorial Library	Under Construction 2015	Addition/Renovation	1,800	\$400,000
Carrabassett Valley	776	Carrabassett Valley Library	Completed 2010	New		\$1,200,000
Cherryfield	1,182	Cherryfield Free Public Library	Completed 2010	Addition		\$109,000
Cornish	1,418	Bonney Memorial Library	Planning 2012	Addition/Renovation		\$860,687
Deer Isle	1,965	Chase Emerson Memorial Library	Under Construction 2014	Addition/Renovation		\$40,000
Falmouth	11,734	Falmouth Memorial Library	Planning 2014	Addition/Renovation	16,700	\$5,620,000
Gray	7,962	Gray Public Library	Completed 2014	Addition/Renovation	10,000	\$1,500,000
Greenville	1,606	Shaw Public Library	Completed 2013	Addition/Renovation		\$200,000
Lovell	1,134	Charlotte Hobbs Memorial Library	Completed 2010	Addition/Renovation		\$800,000
Mt. Vernon	1,638	Dr. Shaw Memorial Library	Planning 2014	Addition/Renovation		\$400,000
North Berwick	4,650	D.A. Hurd Library	Under Construction 2012	Addition/Renovation		\$460,000
Old Orchard Beach	8,756	Edith Belle Libby Memorial Library	Under Construction 2015	Addition/Renovation	8,000	\$2.25 million
Pittsfield	4,092	Pittsfield Public Library	Completed 2010	Addition/Renovation		\$1,200,000
Portland	66,666	Portland Public Library	Completed 2010	Addition/Renovation		\$7,300,000
South Berwick	7,316	South Berwick Public Library	Under Construction 2011	New	11,000	\$1,600,000
Swan's Island	331	Swan's Island Library	Completed 2011	New		\$1,370,000
Tenants Harbor		Jackson Memorial Library	Completed 2010	New		\$1.60
Thomaston	2,768	Thomaston Public Library	Completed 2010	Addition/Renovation		\$13,000
Union	2,233	Vose Library	Completed 2010	New		\$609,000
Waterboro	7,771	Waterboro Public Library	Planning	New		\$3,000,000
Waterville	16,182	Waterville Public Library	Completed 2011	Renovation	18,953	\$2,300,000
Wayne	1,166	Cary Memorial Library	Under Construction 2012	Renovation		\$480,000
Wells	10,009	Wells Public Library	Planning 2014	Addition/Renovation	25,000	\$6,000,000
West Paris	1,811	West Paris Public Library	Completed 2010	Addition		\$332,000
Westbrook	17,886	Walker Memorial Library	Under Construction 2012	Renovation		\$250,000
Winthrop	5,987	Bailey Public Library	Completed 2015	Addition/Renovation		\$1,000,000
Yarmouth	8,509	Merrill Memorial Library	Completed 2014	Renovation	23,000	\$2,500,000

## Select Library Data by Like Population Size

### Select Maine Libraries

Municipality	Population	Bulding Sq. Ft.	Total Paid Employees	Ops Revenue	Rev per Capita	Visits	Visits per Capita	Total Print Materials	Total Holdings	Total Circulation	Circ per Capita
Belfast	9,598	20,200	10	\$629,654	\$66	169,007	18	48,990	67,291	131,189	14
Berwick	7,492	9,856	7	\$91,793	\$12	11,382	2	24,183	39,185	21,996	3
Cape Elizabeth	9,185	13,244	14	\$672,024	\$73	87,240	9	49,888	72,441	130,872	14
Falmouth	11,734	10,700	15	\$574,161	\$49	106,018	9	41,210	59,677	166,251	14
Freeport	8,224	17,000	11	\$379,311	\$46	66,152	8	43,632	61,337	115,085	14
Kennebunk	15,287	11,000	14	\$701,451	\$46	N/A		41,603	64,662	146,612	10
Kittery	9,649	12,000	15	\$475,665	\$49	68,506	7	60,291	79,242	87,770	9
Rockland	7,219	18,500	10	\$565,167	\$78	150,630	21	50,472	69,488	159,087	22
South Berwick	7,316	6,000	3	\$114,018	\$16	18,356	3	23,128	36,692	40,826	6
Wells	10,009	11,430	13	\$402,677	\$40	67,333	7	38,008	54,167	83,995	8
Yarmouth	8,509	17,000	9	\$400,690	\$47	N/A		34,455	50,621	76,773	9
York	12,803	24,500	9	\$497,578	\$39	49,145	4	51,520	70,641	109,808	9

Municipality	Handicap Access	Reno, Add, or New Bldg Underway	Reno, Add, or New Bldg Planned
Belfast	Yes	No	No
Berwick	Yes	No	No
Cape Elizabeth	Yes	Yes	Yes/2015
Falmouth	Yes	No	Yes/2017
Freeport	Yes	No	No
Kennebunk	Yes	No	No
Kittery	No	No	Yes
Rockland	Yes	No	Yes/2015
South Berwick	Yes	Yes	Yes/2016
Wells	Yes	No	Yes/2017
Yarmouth	Yes	No	Yes/2014
York	Yes	No	No

1. Total holdings include print & all digital content (DVD, e-book, etc...)
2. 2014 data supplied from the State of Maine.

## Select MA, NH, CT Library Data by Like Population Size

### Select Massachusetts Libraries

Municipality	Pop	Building Sq Ft	Year Built	Yr Renovate	Total Paid Employee	Ops Revenue	Spend per Capita	Visits	Vists per Capita	Total Holdings	Total Circ	Circ per Capita
Salisbury	8,425	17,000	2015	2015	3	\$193,848	\$23	N/A		41,976	28,665	3
Whitman	14,609	11,000	1989	2014	7	\$420,225	\$29	82,947	6	61,480	101,711	7
Athol	11,631	20,000	1918	2013	9	\$476,821	\$41	N/A		74,829	101,942	9
Lunenburg	10,847	15,500	2005	2013	6	\$404,250	\$37	62,356	6	88,078	109,274	10
Westwood	14,768	32,000	2013		17	\$1,104,278	\$75	188,713	13	143,913	306,505	21
Millis	7,995	17,800	2013		6	\$376,581	\$47	95,227	12	85,097	116,408	15
Manchester by C	5,216	6,846	1886	2012	5	\$436,360	\$84	42,554	8	60,342	81,229	16
Groveland	6,794	4,933	1978	2010	4	\$248,856	\$37	34,459	5	47,726	73,592	11

1. Data source is the MA Board of Library Commissioners issued in 2014.

### Select Conneticut Libraries

Municipality	Pop	Building Square Feet	Last Major Construct'n	Paid Employee	Ops Revenue	Spend per Capita	Visits	Visits Par Capita	Total Holdings	Total Circulation	Circ per Capita
Middlebury	7,591	21,428	2013	8	\$448,552	\$59	54,140	7	67,768	76,708	10
Somers	11,303	19,509	2009	6.2	\$474,423	\$42	61,075	5	63,371	74,519	7
Westbrook	6,902	19,088	2008	4.4	\$410,677	\$60	45,000	7	54,254	42,863	6

1. 2015 State of Conneticut library statistics.

### Select New Hampshire Libraries

Town/City	Populat'n	Square Footage	Annual Library Visits	Visits per Capita	Total Operating Income	Operating Income per Capita	Total Paid Employees	Print Circ	Circ Elec Matls	Total Circ	Circ per Capita
Dover	30,275	24,081	178,773	6	\$1,145,683	\$38	14.05	269,522	18,425	287,947	10
Exeter	14,454	18,000	N/A		\$931,822	\$64	11.50	167,007	8,110	175,117	12
Newmarket	9,173	7,450	38,000	4	\$302,131	\$33	2.42	44,696	3,970	48,666	5
Portsmouth	21,280	39,500	329,771	15	\$1,713,651	\$81	24.00	404,578	22,245	426,823	20
Rye	5,336	12,500	72,504	14	\$637,800	\$120	8.00	68,941	4,177	73,118	14
Seabrook	8,768	19,000	39,972	5	\$505,611	\$58	5.80	40,664	2,505	43,169	5
Somersworth	11,754	9,000	32,156	3	\$252,082	\$21	3.13	51,862	4,732	56,594	5
South Hampton	810	1,530	N/A		\$42,394	\$52	0.70	6,502	294	6,796	8
Greenland	3,699	2,700	21,580	6	\$253,770	\$69	4.31	43,369	3,193	46,562	13
Stratham	7,280	11,000	35,536	5	\$407,016	\$56	7.70	80,731	7,084	87,815	12

## Appendix B

### Library Director Narratives

#### Falmouth, Maine

Information gathered for this assessment was supplied by Andi Jackson-Darling, Falmouth's Library Director, the State of Maine Library's database, and online data sources. Falmouth's library is an independent non-profit entity much like Kittery's Rice Library. It receives operational funding from the town.

As is typical in many Maine towns, attaining citizen approval of a capital expenditure to either expand or build anew its library has been the culmination of a multiyear campaign. In the case of Falmouth, Maine (pop. 11,734), this campaign spanned nine years and three town referendums, the last of which was finally passed in 2014. By 2013/2014, inadequacy in the library's building size, lack of 21<sup>st</sup> century design attributes (ease of access and contemporary use), technology incompatibility or lack thereof, build code violations (fire safety & ADA compliance), and more were so acute that this third referendum passed by over 60% approval and with the overwhelming approval of the town council. The cost of the expansion is \$5.6 Mil. The size of the expanded library will be 16,700<sup>sq ft</sup>. The project breaks ground in 2017.

The cost of this project is funded 50%/50% by a town bond and Library Board derived, private donations. Library Director Jackson-Darling noted that the Library Board contractual commitment to raise \$2.8 Mil (50%) funds must be met by the end of 2016. In spite of hiring a professional fund raiser, Andi thinks this time fence is too aggressive. Time will tell.

Current Building & Lot History: Originally built in 1952, library additions were added in 1965 and then again in 1995. It was not many years after this 1995 addition that it became obvious to the library's staff and board that this 1995 addition was clearly not adequate in meeting ever growing demands on the library. Because the library's location is ideally suited for the town and because future expansion was certain, the Library Board approved the purchase of a large housing lot adjacent to the library's lot approximately 5 years ago.

The Expansion Project's progress to date:

1. Feasibility study complete.
2. Capital Committee formed and moving forward.
3. Architectural firm hired and all design development complete
4. A construction management firm hired and engaged.
5. If funds secured, the construction project to start in 2017



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## **Wells, Maine**

Information gathered for this assessment was supplied by Devin Burritt, Wells's Library Director, the State of Maine Library's database, and online data sources. The Wells library is an independent non-profit entity much like Kittery's Rice Library. It receives operational funding from the town.

Like town libraries in many southern and mid-coast communities along Maine's coast, the Wells Library's last expansion which opened in 1993 is no longer sufficient in size (11,430 square feet) and in design attributes to meet evolving community needs. Not only have Wells (2014 est. pop. 10,009) year round and seasonal populations grown since the library's 1993 expansion, but community use of a library is changing considerably.

Over the ensuing 20+ years since its 1993 expansion, the number of library visits has grown exponentially; furthermore, patron use and need of the library has changed considerably. With changes in use come needed changes in library building design to accommodate larger children's space, a community program room, a computer center, an expanded adult non-fiction book room and a reference, local history and genealogical research room to name a few, all which reflect emerging changes in a community's use of a 21<sup>st</sup> century town library. Wells's aspiration for a new library by means of renovation and expansion is no different than those of most Maine coastal communities who have recently renovated or built a new library. All are symptomatic of a very late 20<sup>th</sup> century/early 21<sup>st</sup> century evolution in a community's use of its town library.

In 2008, the Wells Library board hired a consultant to develop a space requirement assessment based upon "space needs" criteria adopted by the State of Massachusetts's State Library Division. The Massachusetts criteria were originally founded upon previous studies and design criteria developed by the State of Wisconsin. The consultant's recommendation to the Town of Wells called for a library size of 25,000 square feet, a doubling of its current size.

In the 2011/2012 timeframe, the town approved a bond authorization to fund the architecture design of a combined expansion/renovation of the town's existing library which is located on Rt. 1. The architectural design is now complete. As designed, the total square footage of this proposed renovated/expanded library is 25,040 square feet. The estimated construction cost to complete this new, LEED compliant library is \$5.6 Mil (2016 dollars).

### **Funding and Constituent Support**

From the very beginning of this effort, the Wells Town Counsel and the Library Board were working together to develop a capital funding agreement amenable to both parties. While the vision to expand the library is shared by most, reaching a consensus on funding takes time, shared sacrifices, the building of personal relationships, consensus building, community outreach, and more. As agreed to by the Library Board and the Town Counsel, the scheduling of a bond authorization vote is contingent upon the

Foundation raising most if not all of the \$1.5 Mil. The scheduled goal for a bond authorization vote is November 2016. Ground breaking in 2017.

In 2013/2014, the Library Board and select community members elected to create a 501(c) (3) entitled the Wells Public Library Foundation as the vehicle to initiate fundraising programs for the renovation and expansion of the library, manage received funds, and build an endowment for future library needs. A select person and then a former select person sit on the foundation's fundraising committee.

\*\*\*\*\*

## **Yarmouth, Maine**

Information gathered for this assessment was supplied by Heidi Grimm, Yarmouth's Merrill Memorial Library Director, the State of Maine Library's database, and online data sources. The library is a town department and as such, the library director reports into the town manager. A citizen volunteer library board serves much like a municipal school board as a governance mechanism working with the library's director, the town manager, and its town council on issues of budget, policy, and strategic need.

As early as 2007, the library's senior staff and board of directors started evaluating the use of facility space, energy consumption, and strategies for improvements in energy efficiency. Subsequently, architectural consulting services were hired to further evaluate and plan for space reconfiguration opportunities and energy efficiencies improvements. During this time period, year in and year out growth in library usage was reaching a tipping point, unmanageable for the staff and fostering a concern that citizen access and participation in all made Yarmouth's Merrill Memorial so successful might decline. In 2013, the library board proposed a referendum to the Yarmouth's town council to fund both significant renovation of the library and a limited 1000<sup>sqft</sup> addition by adding an enclosed entry. The proposed renovation included the renovation of the third floor of library's 1988 addition, space that was previously unavailable to the library. Both the bond authorization referendum and the fund raising campaign were marketed to town citizens as an investment to not only upgrade a "gorgeous" building in town but also upgrade the town's library to 21<sup>st</sup> century standards in design and code. Yarmouth's Merrill Memorial Library will now be more valued town asset in use for decades to come.

In the fall of 2013, the voters approved a bond authorization for \$1.5 Mil. The balance of renovation costs, \$1.0 Mil was raised through private donations. A library board sub-committee successfully launched a capital campaign raising \$1.0 Mil. The renovation was completed on Dec. 1<sup>st</sup> 2014. In January of 2105, Yarmouth's Merrill Memorial re-opened. The library's total square footage is now 23,000<sup>sqft</sup>.

Renovation Focuses: A significant portion of the renovation budget was allocated to building code upgrades: fire safety and ADA compliance. The previously unavailable third floor of the 1988 addition was renovated to accommodate staff offices and kitchenette as well as large meeting rooms and program space. A projector was added in one 3<sup>rd</sup> floor room for movie showings. Additional parking spaces, new bathrooms, a new reading room were created.



Observations on Community Donations and Use Impacts.

- Library Director Heidi Grimm stated that over 600 families donated to this renovation project. This is a clearly community that supports its library.

Shifts in use. Though reopened just over one year, Heidi Grimm observes:

- Growth library use by seniors. Serving as a congregation point for seniors.
- Growth in adult use of quiet study spaces. Bringing in their laptop and working.
- Growth in program participation. Program flourishing with new 3<sup>rd</sup> floor space.

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Salisbury, MA

Kristina DeMarco interview with Library Director, Terry Kyrios

Salisbury, MA's newly constructed library opened in the late winter of 2016. The library increased its size from 3000<sup>sq ft</sup> to 17,000<sup>sq ft</sup>.

Interview Questions:

1. What model did you use to determine space requirements?

The Massachusetts Board of Library Commission determines much of the process. From design criteria to the distribution of grant funding. There are eligibility guidelines that must be met to receive Library Commission grants. The Salisbury Library met these eligibility requirements and received both a planning and design grant to develop a full building program. And then a construction grant. The Salisbury Library had to forecast space out 20 years out and agree that the property would be used as a library for 20 years.

2. What library consultant did you use?

No library consultants we use.

3. How did the final product compare to the original design?

It was amazing. The document on paper turned out to be the building they built. The library director submitted a description and a narrative of what she wanted and it was built like she had had in her narrative.

4. How did circulation change after new library was built?

It fundamentally changed. Circulation and use increase by %500 (yes, %500) over previous recent years. Circulation in the first 2 months of operation at the new library exceeded the previous circulation volume of the previous 6 months at the old library site. The new library's conference rooms and study rooms are full all day.

## 5. Did handicap accessibility change use?

Yes. They needed to tweak the furniture placement a bit after it was built. They added an elevator.

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## Conway, NH

Debra Kam interviews David Smolan, Library Director, on 2/23/2016

1. Model used in developing space requirements; constraints on space needs; completed building vs. original space planning; how does present use differ from uses contemplated during design?

- David wasn't present during design and building phase, became director after addition completed
- Antiquated building, needed addition to meet community needs
- Relocating building was considered but never seriously
- Original plans scaled back due to opposition's concerns about money and taking away open space from abutting park
- Present use of building makes clear problems not addressed in scale-back of addition:
  - No additional parking allocated, still a problem, especially with expanded programming
  - Lack of adequate meeting room for small groups
  - Larger meeting room reduced in scale-back, not large enough to handle expanded programming
  - Did not take advantage of addition to improve energy efficiency
  - Lack of space for teens
- Most of addition allowed for space for stacks, which opened up other space to increase sitting areas

2. What is neighborhood context of library location?

- Library located in Conway village, walkable from adjacent residential area

3. Before/after usage and circulation numbers; estimated increased usage post-construction; change in population/demographic post-construction?

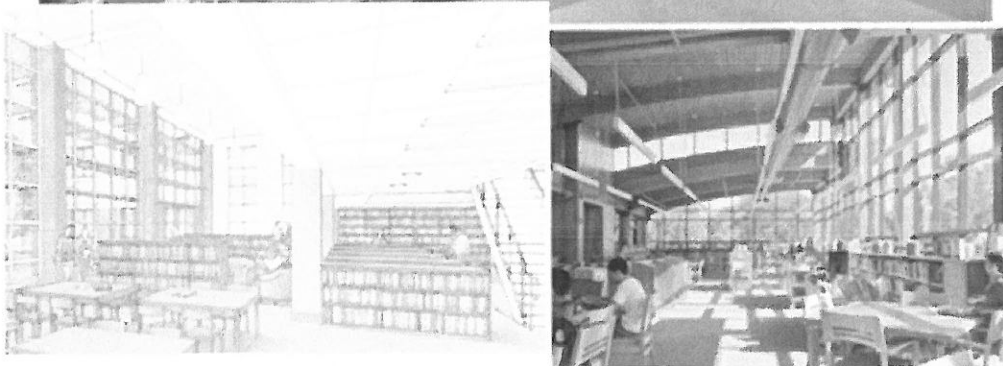
- Print circulation remains constant; increase in e-book circulation
- Best return on investment: Overdrive E-book Service
- Article on stabilization of print circulation nationally: Library Journal, Feb 15, 2016, p.34

## Appendix C

### 21<sup>st</sup> Century Library Articles

#### Designing 21st-Century Libraries | Library by Design, Spring 2014

By Peter Ghisolfa on June 16, 2014



OPENING UP (Clockwise, from top): The trend toward transparency among spaces is evident at the new Darien Library, CT. Larger children's and teen spaces are the future, such as this expanded kids library at the Byram Shubert Library, Greenwich, CT. Connecting to outdoor space is an emerging trend, such as the double-height reading room at Longwood Public Library, Middle Island, NY, which is open to a new outdoor reading court

Public libraries are busier and more popular with patrons than ever. Today's library is a place for social interaction as well as quiet reading. It is a community cultural center, not simply a repository for books. It is a welcoming building with a design focus on transparency, not a series of isolated spaces.

These changing operations directly affect the layout and organization of library buildings. When libraries construct a new building or transform an existing one, they have the opportunity to create a library that meets these needs.

These changes in the service model also influence how libraries are staffed and how patrons use them. Library patrons expect staff accessibility and opportunities for instruction and learning. So, libraries today must be designed to accommodate more simplified administrative operations and new staff functions.

### **Eight Ways We Were**

We are all familiar with the libraries of the latter part of the 20th century. The library of that period was and had:

1. A quiet place (no talking, food, or drink)
2. A repository for books, with large areas devoted to stacks and the collections
3. An imposing circulation desk for manual checkout and return
4. A modest community room
5. A guarding-the-books point of view from the staff
6. An extensive collection of encyclopedias and other print reference materials
7. An inspiring place, often the main reading room
8. A civic presence for the library in the fabric of the town
9. Oddly, in many settings, libraries like this were still being built only five or ten years ago.

### **Eleven Emerging Trends**

It is often difficult to recognize changing trends while they are still in flux. That said, consider the typical characteristics of today's 21st-century library. While the library remains an inspiring public building with an important civic presence, many other aspects are different:

1. An informal community cultural center
2. Transparency among spaces so patrons can be seen and more easily served
3. Reading spaces interspersed within the various collections
4. Larger and more varied spaces for children and teens
5. Community, meeting, and activity rooms of varied sizes
6. Daylight in all areas of the building
7. Connections to outdoor space
8. Spaces devoted to computer and Internet instruction and online research
9. Automated systems, and increased staff efficiency
10. Flexibility to accommodate future requirements
11. The library as a community model for sustainable practice

### **Nine New Ways We Use Libraries**

Emerging trends in library building design dramatically affect how the library performs—and vice versa. Today's patrons and staff use the library differently:

1. Increased number of digital materials reduces space devoted to book collections
2. Automated self-checkout reduces or eliminates the circulation desk
3. Digital card catalog OPAC stations are scattered throughout the library rather than centralized
4. Wireless Internet access throughout the library lets patrons bring their own devices, decreasing the need for banks of stationary computers
5. Automated materials handling systems in larger libraries free up staff and shorten wait times
6. Staff are more accessible to patrons and less separated from them

7. More extensive programming for children and teens is offered
8. Cafés induce informal socializing and an enhanced sense of community
9. Community room, meeting rooms, and even art galleries have a wider agenda

Whether you build a new library or transform an existing one, do not build the best library of the previous century. Create an environment that facilitates new patterns of interacting, learning, and accessing information and is sufficiently flexible to accommodate changes that inevitably will come.

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## **Libraries at the Crossroads**

The public is interested in new services and thinks libraries are important to communities

By John B. Horrigan

American libraries are buffeted by cross currents. Citizens believe that libraries are important community institutions and profess interest in libraries offering a range of new program possibilities. Yet, even as the public expresses interest in additional library services, there are signs that the share of Americans visiting libraries has edged downward over the past three years, although it is too soon to know whether or not this is a trend.

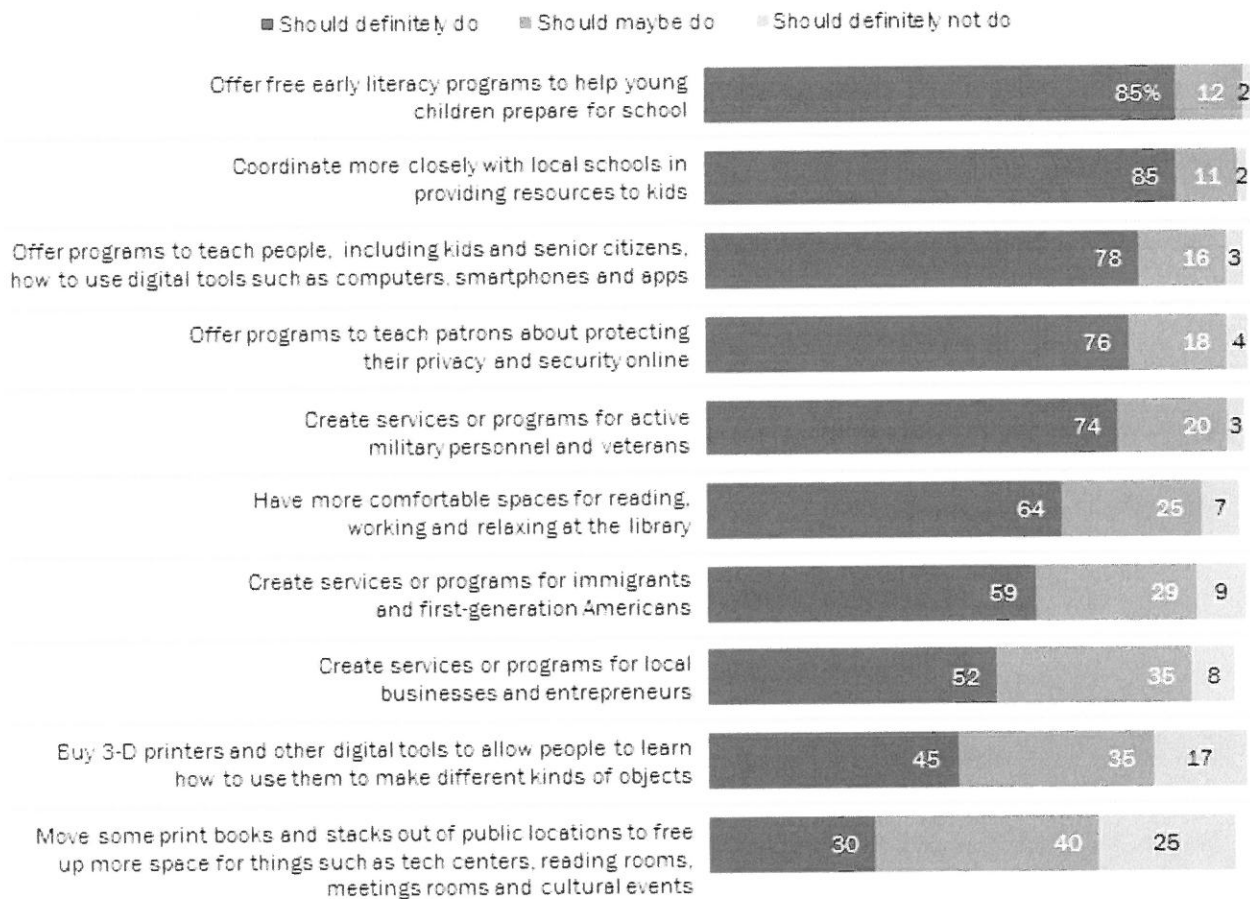
A new survey from Pew Research Center brings this complex situation into stark relief. Many Americans say they want public libraries to:

- support local education;
- serve special constituents such as veterans, active-duty military personnel and immigrants;
- help local businesses, job seekers and those upgrading their work skills;
- embrace new technologies such as 3-D printers and provide services to help patrons learn about high-tech gadgetry.

Additionally, two-thirds of Americans (65%) ages 16 and older say that closing their local public library would have a major impact on their community. Low-income Americans, Hispanics and African Americans are more likely than others to say that a library closing would impact their lives and communities.

## Public Wants Libraries to Advance Education, Improve Digital Literacy and Serve Key Groups

% of those ages 16+ who say that libraries should definitely, maybe or definitely not do these things



Source: Pew Research Center survey March 17-April 12, 2015. N=2,004 Americans ages 16 and older

PEW RESEARCH CENTER

At the same time, the survey finds that the share of Americans who report using a library has ebbed somewhat over the past several years, though it is too early to identify a definitive national trend. Compared with Pew Research Center surveys from recent years, the current survey finds those 16 and older a bit less likely to say they have visited a library or bookmobile in-person in the past 12 months, visited a library website or used a library's computers and internet access.

- 46% of all Americans ages 16 and over say they visited a library or a bookmobile in-person in the prior year. This is roughly comparable with the 48% who said this in 2013, but down from 53% in 2012.
- 22% of those 16 and older have used library websites in the past year, compared with 30% who said this in 2013 and 25% in 2012.
- 27% of those who have visited a public library have used its computers, internet connection or Wi-Fi signal to go online in the past 12 months. This compares with 31% who said this in 2012.



A trend in the other direction is that mobile access to library resources has taken on more prominence. Among those who have used a public library website, 50% accessed it in the past 12 months using a mobile device such as a tablet computer or smartphone – up from 39% in 2012.

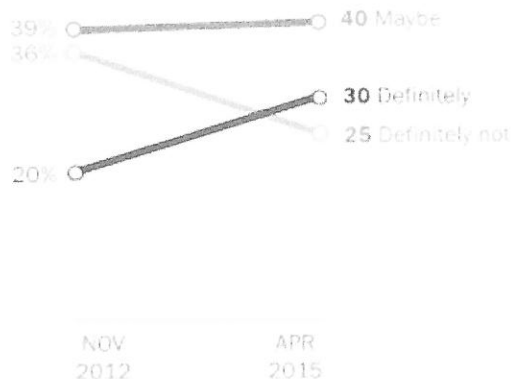
These findings highlight how this is a crossroads moment for libraries. The data paint a complex portrait of disruption and aspiration. There are relatively active constituents who hope libraries will maintain valuable legacy functions such as lending printed books. At the same time, there are those who support the idea that libraries should adapt to a world where more and more information lives in digital form, accessible anytime and anywhere.

**The big questions: What should happen to the books? What should happen to the buildings?**

### Growing Public Support for Libraries Moving Some Books and Stacks to Create Space for Community and Tech Spaces

*% of those ages 16+ who answer this question in the following ways*

Should libraries move some print books and stacks out of public locations to free up more space for things such as tech centers, reading rooms, meeting rooms, and cultural events?



Source: Pew Research Center survey, March 17-April 12, 2015.  
N=1,003 Americans ages 16 and older

PEW RESEARCH CENTER

Two key questions highlight the challenge library leaders face. First, what should libraries do with their books? Some 30% of those ages 16 and over think libraries should “definitely” move some print books and stacks out of public locations to free up more space for such things as tech centers, reading rooms, meeting rooms and cultural events; 40% say libraries should “maybe” do that; and 25% say libraries should “definitely not” do that.

Since 2012, there has been an uptick of 10 percentage points in those saying libraries should “definitely” move some books and stacks (20% v. 30%) and an 11-point downtick in those saying that should “definitely not” be done (36% v. 25%).

The second key question is: Should bricks-and-mortar libraries have a smaller physical footprint in their communities? A majority do not think so. Nearly two-thirds (64%) of those ages 16 and over say libraries should “definitely” have more comfortable spaces for reading, working and relaxing. This represents a modest increase in this view since 2012, and it suggests that libraries still occupy a prominent spot in people’s minds as a place to go.

Here are other key findings that highlight the cross currents in public sentiment. They come from a survey of 2,004 Americans ages 16 and older conducted in the spring of 2015.

### **Large majorities of Americans see libraries as part of the educational ecosystem and as resources for promoting digital and information literacy**

Those 16 and older are quite clear that libraries should address the educational needs of their communities at many levels:

- 85% of Americans say that libraries should “definitely” coordinate with schools in providing resources for children.
- 85% also say that libraries should “definitely” offer free literacy programs to help kids prepare for school.
- 78% believe that libraries are effective at promoting literacy and love of reading.
- 65% maintain that libraries contribute to helping people decide what information they can trust.

People also believe that libraries should offer services to help them master digital technologies:

- 78% of those 16 and older say libraries should “definitely” offer programs to teach people how to use digital tools such as computers, smartphones and apps.
- 75% say libraries have been effective at helping people learn how to use new technologies.

People’s view on the important role of libraries in education translates into some user behavior at public libraries. Among those who have used a public library website or mobile app in the past 12 months, 42% have used it for research or homework help. For those who have used a public library’s computers or Wi-Fi signal to go online, 60% have used those tools for research or school work.

### **Many believe libraries should be pathways to economic opportunity, especially when it comes to providing resources for business development, jobs search and enhancing workforce skills**

These are new questions that Pew Research Center has not previously asked, and they indicate that there is a notable share of the public interested in a somewhat expanded mission for public libraries to contribute to the economic advancement of people and communities.

- 52% of all Americans 16 and older say libraries should “definitely” create programs for local businesses or entrepreneurs. Another 35% say libraries should “maybe” do this.
- 45% say that libraries should “definitely” purchase new digital technologies such as 3-D printers to let people explore how to use them. Another 35% say libraries should “maybe” do this.

At the library itself, economic advancement is a meaningful part of some people’s patronage, but less so now than at earlier times in the Great Recession. Some 23% of those who have paid a visit to a library in the past year did so to look for or apply for a job. This is down from the 36% of patrons who used the library this way in 2012.



In addition, some 14% of those who logged on to the internet using a library's computer or internet connection in the past year did so to acquire job-related skills or to increase their income. That amounts to 3% of the full population of those ages 16 and older.

### **Many Americans think closing their local public library would affect their communities, and a third say it would have a major impact on them and their families**

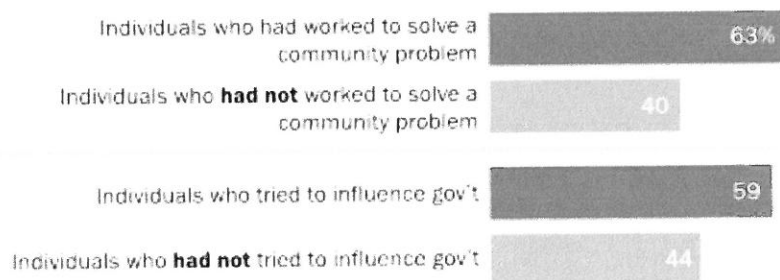
Some 65% of all those ages 16 and older say that closing their local public library would have a major impact on their community; another 24% say it would have a minor impact. In addition, 32% say that closing their local public library would have a major impact on them or their family; another 33% say it would have a minor impact.

### **Civic activists are more likely to use libraries**

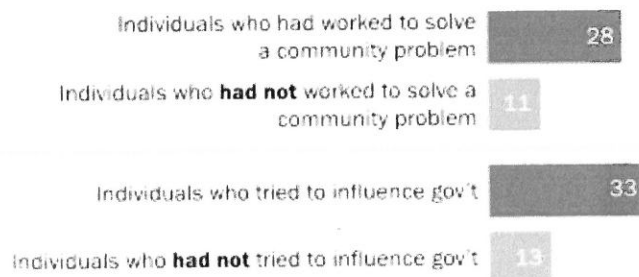
#### **Community Activists are More Likely to Use Libraries**

*% of those ages 16+ who visited a library or bookmobile in the past 12 months*

##### **Visited a library**



##### **Attended a meeting at a library**



Source: Pew Research Center survey March 17-April 12, 2015. N=2,004 Americans ages 16 and older

PEW RESEARCH CENTER

In the past year, 23% of Americans ages 16+ say they worked with fellow citizens to address a problem in their community. Among those who have done this:

- 63% visited the library in the prior year, compared with 40% who had not participated with others in tackling a community problem.
- 28% attended a meeting at the library in the prior year, compared with 11% who had not worked with others on a community problem.

Some 11% of Americans say they have actively worked with others to influence government policy in the prior year. Among those who did this:

- 59% paid a visit to the library in the prior year, compared with 44% who had not worked with others in influencing a government policy.
- 33% had gone to a meeting at the library in the prior year vs. 13% who had not joined with others to influence government.

**A majority of Americans say libraries should offer services to help recent immigrants, veterans and active duty military personnel**

- 74% of Americans ages 16 and older think libraries should “definitely” offer programs for active duty military personnel or veterans. Another 20% say libraries should “maybe” do this.
- 59% say libraries should “definitely” offer programs for immigrants or first-generation Americans – with 78% of Hispanics saying this. Another 29% of Americans who are 16 or older say libraries should “maybe” offer such programs.

**Many view public libraries as important resources for finding health information and some conduct such searches using libraries’ online access resources**

- 73% of all those ages 16 and over say libraries contribute to people finding the health information they need.
- 42% of those who have gone online at a library using its computers, internet connections or Wi-Fi have done so for health-related searches. That comes to 10% of the full population of those ages 16 and older.

**Lower-income Americans, Hispanics and African Americans are more likely to say that libraries impact their lives and communities than other Americans**

There are some segments of the population who especially value the library’s role in their community and lives. In many cases, Americans who live in lower-income households, Hispanics and African Americans say libraries have special roles and should embrace new purposes.

For instance, 48% of all Americans 16 and older say libraries help people find jobs “a lot” or “somewhat,” but certain groups are more likely to say libraries help people find jobs:

- 58% of Hispanics say libraries help people find jobs (either “a lot” or “somewhat”).
- 55% of African Americans say this.
- 53% of those in households with annual incomes under \$30,000 say this.

Some 52% of those 16 and older say libraries should “definitely” have programs to help local businesses or entrepreneurs. Higher numbers of some groups embrace that idea:

- 56% of those in low-income households (with annual incomes under \$30,000) say this.
- 60% of African Americans say libraries should have these kinds of business development programs.
- 60% of Hispanics say libraries should have such programs.

About a third (32%) of all Americans say closing their local public library would have a major impact on them and their family. Those even more likely to back that idea include:

- 49% of Hispanics who say such closures would have a major impact on them and their families;
- 37% of low-income Americans who say this;
- 35% of African Americans who say this about the possible closure of their local public library.



# TOWN OF KITTERY

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Carol M. Granfield  
Interim Town Manager

## Town Manager's Report to the Town Council May 4, 2016

1. **New Police Chief** – I am pleased to report that I have received all of the information necessary on the background that was conducted by MRI on Jim Soucy and additionally have successfully negotiated a contract. Jim Soucy will start work on Monday, May 16, at a salary of \$95,000. We will have a Swearing In ceremony that afternoon at 4:00 p.m. in the Council Chambers and members of the police department, Jim's family and friends, department heads and the Town Council have been invited to attend.
2. **Chief Short Retirement** – Chief Short will assist the new chief with transition starting on May 16 and we will have a joint Retirement Open House with the Town of Eliot at the KCC banquet room on Friday, May 20, from 3-5. The public is invited to attend to provide their good wishes to the Chief.
3. **Portsmouth Naval Shipyard Traffic** – Chief Short and I met with PNSY officials to discuss the status of traffic and the MOU that had not been signed due to concerns from the legal staff. We had a positive discussion with some good alternatives to be considered to address some traffic issues. The officials will provide the legal staff with some modifications for traffic control to the MOU for consideration and hope to expedite for approval. The bridge work is almost complete at Gate 1 with landscaping to be done. Gate 1 will be closed from June to August and only open for peak traffic. We will continue to monitor traffic.
4. **Japanese Visitors** – Our visitors from Amori, Japan had a positive experience during their stay in Kittery. The Town Department Heads hosted a lunch for the visitors at the KCC which Councilor White additionally attended. There was excellent interchange and the lunch concluded with a tour of the KCC.
5. **Town Council Training Session** – Just a reminder that the training will be conducted in Conference Room A in Town Hall from 4:30 to 8:30. I will ask for your preference of food and will make the arrangements.
6. **Cable** – I have made some excellent progress with Comcast regarding some of the town's needs and requests, and hope to soon report that we have received approval to add a public access channel where we will be able to expand to provide many programs of interest to the public. Additionally work is scheduled to be done at the KCC so we will be able to shoot live from the Star Theater and other areas. Additionally, we are making progress towards establishing a studio at the KCC.
7. **Crosswalk** – A request was previously made regarding the need for a crosswalk for safety reasons at the end of the sidewalk on 103 and it has been reviewed and a crosswalk will be added once the overlay on 103 is completed.
8. **Arbitration** – I am pleased to report that the Town was informed that the arbitrator's decision on a termination found that the Town did not violate the CBA. The arbitrator's findings are final.
9. **John Paul Jones Park** – An agreement with the state is still in the hands of the state and has not been signed off and sent to the Town. I will continue to work with the Commissioner of Public Works regarding the status of maintenance in the park. Before the town would take the park over, the state needs to address providing the payment for some of the items needed such as the cleaning of the bronze.

10. **Streetlights** – If there are issues associated with streetlights being out or other issues, they should be brought to the police department.
11. **Website** – We continue to work on corrections and updates on the website. Regarding the photographs with the banner below, I have informed Mr. Hibschan that in order to take off the banner with his name we need the digital copy of it provided by him. We will continue to make progress as well as explore some options for more assistance.

Respectfully Submitted,

*Carol*

Carol M. Granfield

# UNAPPROVED MINUTES

March 9, 2016

Kittery Town Council

Council Chambers

Special Meeting

Requested by Gary Beers, Chair

1. CALL TO ORDER: Chairperson Beers called the meeting to order at 6:00 p.m.

2. INTRODUCTORY: Chairperson Beers read the introductory.

3. PLEDGE OF ALLEGIANCE: Chairperson Beers led those present in the Pledge of Allegiance.

4. ROLL CALL: Answering the roll were Councilors Frank Dennett, Russell White , Jeffrey Thomson, Vice Chair Charles Denault and Chairperson Beers.

5. DISCUSSION:

a. Discussion by members of the public (only on item 6 below and three minutes per person)

**Ann Grinnell asked why the Interim Town Manager's contract was expiring June 30, 2016.**

b. Chairperson's response to public comments

**Councilor Beers explained that we need to have a public hearing if the contract goes beyond June 30<sup>th</sup> and that Council will be scheduling a public hearing for March 28th to extend the contract.**

6. NEW BUSINESS

(030116-1) The Kittery Town Council moves to authorize the Town Manager to sign an agreement for Interim Town Manager services with MRI, to expire on June 30<sup>th</sup>, 2016.

**IT WAS MOVED BY COUNCILOR THOMSON TO AMEND THE MOTION, TO AUTHORIZE THE TOWN MANAGER TO SIGN AN AGREEMENT FOR INTERIM TOWN MANAGER SERVICES WITH MRI TO EXPIRE JUNE 30, 2016, WITH AMENDMENTS TO CHANGE THE TERM IN THE CONTRACT AND PROPOSAL, AS MRI AND TOWN COUNCIL HAD AGREED ON, SECONDED BY COUNCILOR WHITE.**

**ROLL CALL VOTE WAS TAKEN AND MOTION PASSED, 4-1 WITH COUNCILOR DENNETT IN OPPOSITION.**

## UNAPPROVED MINUTES

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### 7. ADJOURNMENT:

**IT WAS MOVED BY COUNCILOR THOMSON AND SECONDED BY CHAIRPERSON  
BEERS TO ADJOURN THE MEETING AT 6:15 P.M. ALL WERE IN FAVOR BY A VOICE  
VOTE. MOTION PASSED 5-0.**

1. Call to Order

Chairperson Beers called the meeting to order at 7:01p.m.

2. Introductory

Chairperson Beers read the introductory.

3. Pledge of Allegiance

Chairperson Beers led those present in the Pledge of Allegiance.

4. Roll Call

Answering the roll call were Chairperson Gary Beers, Vice Chairperson Charles Denault, Councilors Frank Dennett, Russell White, Jeffrey Thomson, and Kenneth Lemont.

Absent from the roll call was Councilor Judith Spiller.

5. Agenda Amendment and Adoption

Councilor Thomson requested to change existing item under Unfinished Business to read as Item 12a. and add Item 12b. to read as follows: "Kittery Town Council moves to act on the request from the Kittery School Committee to annually grant complimentary Fort Foster passes to all school department employees."

Councilor White requested to postpone Item 9b. to the April 25, 2016 Town Council meeting. Councilor Thomson suggested that any Council questions be directed to Town Manager to have answered prior to next meeting. Chairperson Beers concurred with Councilor Thomson's statement.

Agenda was adopted as amended.

6. Town Manager's Report

Town Manager Granfield reviewed her written report.

Final insurance related costs have still not been received for the budget. The presentation is expected to be moved from April 25, 2016 to May 9, 2016.

Code Enforcement is still reviewing the matter of online solicitations for rental property. Other areas have experienced the same issue and some cities or towns have adopted ordinances to address the problem. More information is forthcoming.

The communications equipment expansion of the dispatch center in the police station was completed and she encouraged all to stop by and view.

The Town Managers amongst nearby communities would like to have an agreement to discuss offering services. Town Manager Granfield felt it is a win-win situation for both entities and could gain revenue for the Town of Kittery.



33 Town Manager Granfield provided information to Chairperson Beers and Councilor White for  
34 attending the opening session of the Japanese students visit on Friday, April 22, 2016. She  
35 planned to attend the following Monday and Tuesday sessions.

36 Town Manager Granfield announced the conditional offer of Kittery Police Chief to James  
37 Soucy of Candia, NH amongst 56 applications. His leadership skills, mentorship, education, and  
38 experience well qualified him for the position. Town Manager Granfield anticipated no issues in  
39 finalizing the contract negotiation and expected Mr. Soucy to start between mid-May and early  
40 June. She plans to visit the police department before his arrival.

41 Town Manager Granfield noted the council training session will be held on Tuesday, May 10,  
42 2016 from 4:30 – 8:30pm in Conference Room A.

43 Two grants have been awarded from Maine Department of Environmental Protection each in the  
44 amount of \$78,555 for Stream Crossing Public Infrastructure Improvement Projects for culverts  
45 on Payne Road.

46 The Spruce Creek Watershed Improvement Project has received a letter of agreement to install a  
47 low impact rain garden in front of the McDonald's area. She recognized Jessa Kellogg for  
48 obtaining those grants.

49 Town Manager Granfield reviewed additional items not included in her written report.

50 Monday, April 18, 2016 celebrates Patriots' Day and the Town office is closed.

51 After speaking with the City of Portsmouth Manager, Town Manager Granfield reported that the  
52 reconfiguration of Portsmouth Prescott Park will be directed downwards, rather than outwards.  
53 There is a master plan for Prescott Park in place with Weston & Sampson Engineers, Inc. There  
54 will be sessions held with all stakeholders and he plans to invite Kittery officials to that session.

55 It has been identified who currently holds Fort Foster passes. Town Manager Granfield advised  
56 to continue with normal business practice whilst staff formulates a policy based on the  
57 suggestions of the Council.

58 There is a meeting soon regarding the sewer betterment fees. Town Manager Granfield  
59 acknowledged that letters directed to the Council have been received.

60 Chairperson Beers clarified that Councilor White offered to attend the opening dinner for the  
61 Japanese students. Councilor White noted that he is not in town on April 22, 2016. He noted that  
62 the dinner lasts 1 ½ - 2 hours at the Congregational Church. Councilor White offered to attend  
63 the Tuesday luncheon and possibly the Monday dinner. Councilor Lemont offered to attend the  
64 opening ceremony. Chairperson Beers committed to attending the Monday morning opening  
65 ceremony.

66 Councilor Lemont asked whether the grant received for the Spruce Creek Watershed  
67 Improvement Project includes the entire costs. She clarified that the grant addresses the easement  
68 and all other costs.

69 7. Acceptance of Previous Minutes

70 Minutes 3/28/2016

71 The minutes were adopted, as presented.

72 8. Interviews for the Board of Appeals and Planning – None.

73 9. All items involving the town attorney, town engineers, town employees or other town  
74 consultants or requested officials.

75 a. (040116-1) The Kittery Town Council moves to receive an update from Duncan  
76 McEachern, Town Attorney on the Dineen property.

77 Mr. McEachern's report included the following statements:

- 78 • There are two properties involved: Mary's store and the bus lot.
- 79 • To recall one year ago, there was a hearing on Mary's store under the dangerous building  
80 statute. The end of the hearing concluded that the Mary's structure should be taken down  
81 30 days after the order. The order was appealed by Mr. Dineen to the superior court. Last  
82 summer, there was a pre-trial hearing on that matter in the Superior Court. It was  
83 conducted by Judge Paul Fritch. He is now assigned to the Dineen properties case.  
84 During the course of the pretrial, Mr. McEachern requested that the burned bus on the  
85 Mary's Store property be immediately removed. The Judge granted an order to that  
86 effect. In typical fashion, the bus was not removed which required a file for motion to  
87 contempt. There was already a motion in place at the Superior court for the judge to  
88 require all orders relating to the bus lot be also applicable to the Mary's Store lot.  
89 Whenever there was a vacuum in space, Mr. Dineen filled it with some type of vehicle.
- 90 • At a hearing a couple weeks ago, Judge concluded that the orders related to Lot 42-44  
91 also apply to Mary's Store Lot 40. In addition, the judge found that the burned out bus  
92 must be removed before June 30, 2016. The significance was that if the bus would not be  
93 removed that Mr. Dineen would be incarcerated to York County Jail. Mr. McEachern felt  
94 that this order was a major break through for the entire history of the case and anticipates  
95 the order to be carried out.
- 96 • The order at 42-44 Old Post Road has been the source of several problems. The original  
97 order from the court provided that Mr. Dineen would not hold vehicles on 42-44 Old Post  
98 Road that were not inspected, operational, and registered. He was given up to 3 vehicles  
99 that were not compliant in the course of being repaired. He could not keep any bus for  
100 more than 45 days.
- 101 • To carry out that order, the original judge appointed a receiver. The responsibility of the  
102 receiver was described as having the authority to take any necessary action to carry out  
103 the order depicted by the judge. Mr. McEachern had difficulties communicating with that  
104 original receiver which later the court reappointed a new receiver, Patrick Bedard. Mr.  
105 Bedard is the receiver for this case to date. He occasionally issued reports of registrations  
106 and inspections. Not all the reports addressed the dereliction of the property. Mr.  
107 McEachern called Mr. Bedard to request a property inspection a few months ago because  
108 there a witnessed accumulation of buses. He reported several buses in violation. The  
109 Maine State Police, New Hampshire State Police, and Department of Motor Vehicles are  
110 involved and reviewing his case. Mr. McEachern felt that Mr. Dineen probably has used  
111 his lot to park many buses off the road. It resulted in the motion filed with the superior  
112 court before Judge Fritch. There are now substantial violations with the 42-44 Old Post  
113 Road property. Mr. McEachern expects a quick hearing on that decision.

- 114       • Mr. McEachern noted he has collected over \$100,000 from Mr. Dineen in fines, attorney  
115       fees contempt, and expenses. The numerous contempt orders aren't working. It takes a  
116       while to get the orders and past orders appear to be ineffective. He expects a hearing  
117       before Judge Fritchey soon. Mr. McEachern hoped to find a resolution with a judge  
118       willing to take action that he feels ought to be taken. He felt that unless there are  
119       sanctions, the problem will only continue.
- 120       • Mr. McEachern anticipated that this Fall Mr. Dineen will have no right to keep any  
121       vehicles on Mary's Store lot.

122       Vice Chairperson Denault asked after being released from jail, is Mr. Dineen then able to extend  
123       the deadline for removing the buses. Mr. McEachern felt this would not be allowed. He felt that  
124       any judge will most likely decline any type of extension.

125       Mr. McEachern confirmed to Vice Chairperson Denault that he is working with Attorney Dale.

126       Vice Chairperson Denault asked if the costs have been weighed for whether the Town would  
127       remove the building compared to litigation costs of continuing the process. Vice Chairperson  
128       Denault felt that it may be worth researching to remove the building for the purpose of safety  
129       hazards. Mr. McEachern felt that it could be a potential solution if that is of the Town's  
130       prerogative.

131       Mr. McEachern clarified to Vice Chairperson Denault that a judge can select any person to be a  
132       receiver.

133       Vice Chairperson Denault asked if the same buses from 1984 still exist or if they have been  
134       replaced. Mr. McEachern felt that there are few buses that still exist on the property from the  
135       original order.

136       Vice Chairperson Denault expressed his concern that an unsafe building still exists on the  
137       property. Mr. McEachern reminded that he feels the building should be removed.

138       Vice Chairperson Denault asked if it was worth to combine the cases. Mr. McEachern thought  
139       that no one purposely intended on combining the cases.

140       Councilor Lemont thanked Mr. McEachern for his work. Councilor Lemont asked how many  
141       orders are in current violation. Mr. McEachern believed that Mr. Dineen are in violation of  
142       several orders that derive from the same one issue.

143       Councilor Thomson noted that the demolition of the store may resolve itself. The roof is starting  
144       to collapse and the chimney separating. Mr. McEachern noted that the building collapsing would  
145       still not solve the problem. Mr. McEachern could discuss that notion with Mr. Dineen.

146       Chairperson Beers reminded that Mr. Dineen is representing prosay which means he is not  
147       paying anyone to represent himself. Chairperson Beers asked whether the Council would  
148       consider the notion of addressing the building.

149       b. (040116-2) The Kittery Town Council moves to approve funding \$15,735 to complete  
150       the proposed 2016 Spruce Creek Sampling Project and to authorize an alternative procurement  
151       method to select FB Environmental Associates to complete the work.

152       This agenda item was moved to the April 25, 2016 Town Council meeting.

153 10. PUBLIC HEARINGS

154 a. (040116-1) The Kittery Town Council moves to hold a public hearing in accordance  
155 with 6.09 (4) of the Kittery Town Charter to transfer appropriations between accounts for union  
156 increases for salaries/wages and benefits.

157 Chairperson Beers opened the public hearing. No one came forth to speak; Chairperson Beers  
158 closed the public hearing.

159 **A MOTION WAS MADE BY COUNCILOR THOMSON TO APPROPRIATIONS**  
160 **BETWEEN ACCOUNTS FOR UNION INCREASES FOR SALARIES/WAGES AND**  
161 **BENEFITS, SECONDED BY CHAIRPERSON BEERS. ROLL CALL TAKEN WAS ALL**  
162 **IN FAVOR. MOTION CARRIED 6/0/0.**

163 11. DISCUSSION

164 a. Discussion by members of the public (three minutes per person)

165 Susan Johnson

166 Ms. Johnson described herself as a resident of Kittery and descendant of first residents and  
167 settlers of this area. She urged the Town Council to consider a World Site application to the  
168 United Nations Educational, Scientific, and Cultural Organization (UNESCO) for the Town of  
169 Kittery. She felt that this is what the Town needs in order to protect the wildlife and historical  
170 sites in the area. She hoped that the Comprehensive Plan 2015-2025 make an effort to protect  
171 wildlife. All hunting and lethal means of animal control should stop. We are losing a variety of  
172 birds, animals and fish, due to neglect and over development. Moratoriums for open spaces is  
173 long overdue. She felt that being recognized as a World Heritage site brings the potential for an  
174 additional funding source. Ms. Johnson discussed a separate topic regarding the Town support in  
175 funding the Rice Public Library. Rice Library should not use their refusal to make two buildings  
176 handicap accessible a reason to build an entirely new building. Improvements can be made to the  
177 existing buildings for the needs and satisfaction of all.

178 Patricia Robillard

179 Ms. Robillard thanked the Council for working with her over the past few days. She felt that the  
180 Councilor should conclude there has been misinformation provided regarding the sewer  
181 betterment fees. She requested any transcripts related to the topic be reviewed by Council then  
182 schedule a public hearing.

183 Shawn Harris

184 Mr. Harris felt that the property taxes are still incorrect and requested a meeting with Town  
185 Manager Granfield to discuss the misdealing of certain deeds. He felt that former Town Manager  
186 Puff should have given notification of her resignation sooner. She prioritized herself over the  
187 Town of Kittery and traces the source of any difficulties in the new search process to her. Mr.  
188 Harris suggested that the search process for a new Town Manager be approached as a team. The  
189 new position must fit in with the current personnel in order to succeed. He was in favor of public  
190 interviews. Mr. Harris suggested that the Council be open and honest during the process since  
191 the strengths and weaknesses of the Council lay the foundation for the search process. Mr. Harris  
192 noted his appreciation for recently improved communication between the Chairperson and  
193 taxpayers. He has encountered several positive interactions with the Town staff.

194 D. Allan Kerr, Colonial Way

195 There has been consideration to include Rice Public Library as part of town government. Mr.  
196 Kerr preferred the idea of the library remaining independent as it has been for the past 28 years.  
197 This structure keeps it separate from the political entries. Oppositely, he understood the  
198 argument that most the library's funding is from the town. He saw a tradeoff in that the town is  
199 doing a favor and in return receiving services that are unsurpassed. The Summer reading  
200 program had more than 300 youth enrolled last year. The Rice Public Library helps to make  
201 Kittery a cultural hotspot. The library has a history of the utmost responsibility and for that Mr.  
202 Kerr saw no reason to change the current situation.

203 Jim Forbes, Mill Pond

204 Mr. Forbes stated his confusion on whether Item 9b was postponed to a specific date or until  
205 further notice.

206 b. Response to public comment directed to a particular Councilor

207 c. Chairperson's response to public comments

208 Chairperson Beers responded to Ms. Johnson that he will research and identify possibilities with  
209 UNESCO and report back to Council.

210 Chairperson Beers responded to Ms. Robillard that there are no transcripts and only videos  
211 which are available online. He will provide meeting dates to those in question. He also stated a  
212 workshop regarding the sewer betterment fees will be held on Monday, April 25, 2016 at 6:00  
213 PM.

214 Chairperson Beers understood that Mr. Harris will work with Town Manager Granfield  
215 regarding the property deed issue.

216 Chairperson Beers indicated to Mr. Kerr that the Council is waiting for the library committee's  
217 response to the option to remain independent or not. Upon receipt, attention and a workshop will  
218 follow.

219 Chairperson Beers explained that Item 9b was postponed to no specific date due to the sizable  
220 number of questions that should be answered and in hand prior to discussion.

221

222 12. UNFINISHED BUSINESS

223 a. (030316-5) The Kittery Town Council moves to approve an application from Maine  
224 Ocean Lobster, LLC, 301 US Rt. 1, Kittery for a Special Activity Amusement Permit for The  
225 Pointe, 31 Badger's Island West.

226 On March 28, 2016, this motion was made by Vice Chairperson Denault, seconded by Councilor  
227 Lemont and subsequently remanded with a request for further information. The motion is  
228 returned to the floor. Councilor Dennett stated the report from the Code Enforcement Officer that  
229 all is in order.

230 **ROLL CALL TAKEN WAS ALL IN FAVOR. MOTION CARRIED 6/0/0.**



231 b. Kittery Town Council moves to act on the request from the Kittery School Committee  
232 to annually grant complimentary Fort Foster passes to all school department employees.

233 This agenda item was raised by Vice Chairperson Denault at the last meeting, which was then  
234 postponed until the Kittery School Department could act upon it. The committee voted  
235 unanimously at their April 5, 2016 meeting to grant complimentary annual Fort Foster passes to  
236 school department employees. Councilor Thomson was satisfied with the information provided.

237 Vice Chairperson Denault stated that it would not be appropriate to authorize such a benefit in an  
238 ordinance exclusive to Town employees. Town Admin Code, Title 2, pertains to non-union  
239 employees and are similar to those negotiated with the Town's unions. Also, it may be  
240 considered inappropriate to arbitrarily grant a benefit to school union employees which has not  
241 been subject to negotiation by the School Committee. Vice Chairperson Denault proposed to  
242 amend the main motion as follows:

243 "The Kittery Town Council does hereby and herewith resolve to authorize the Kittery School  
244 Committee to offer a free annual pass to Fort Foster to its employees, through negotiation as it  
245 may so choose, on the same basis as at present for Town employees."

246 **A MOTION WAS MADE BY VICE CHAIRPERSON DENAULT TO ACT ON THE**  
247 **REQUEST FROM THE KITTERY SCHOOL COMMITTEE TO ANNUALLY GRANT**  
248 **COMPLIMENTARY FORT FOSTER PASSES TO ALL SCHOOL DEPARTMENT**  
249 **EMPLOYEES, SECONDED BY COUNCILOR WHITE.**

250 Councilor Dennett yielded to Councilor Thomson. Councilor Thomson felt the Council can make  
251 this decision, however, did not feel it is in the scope and purview of the School Committee to  
252 grant complimentary Fort Foster passes. It is town property and believed that the decision lies  
253 with the Council.

254 **A MOTION WAS MADE BY COUNCILOR DENNETT TO POSTPONE THE AGENDA**  
255 **ITEM UNTIL APRIL 25, 2016 TOWN COUNCIL MEETING, SECONDED BY**  
256 **CHAIRPERSON BEERS.**

257 Councilor Lemont expressed his opposition because it is time to grant the small benefit to the  
258 school employees. The school committee never acted on it is because they would have had to  
259 fund it.

260 Councilor Dennett felt the current meeting is an inopportune time to act upon the motion since  
261 there lacks written documentation of the resolution.

262 Vice Chairperson Denault clarified that his motion does not shift any burden.

263 Councilor Dennett asked if any information has been produced by Town staff or Fort Foster  
264 Park. Town Manager Granfield suggested that the Town Council assess who has received passes  
265 in the past. She has been approached by non-union members that if the Council grants this, what  
266 will be provided to non-union members. She has received some feedback that it should be  
267 negotiated.

268 Chairperson Beers observation was that the arbitrary granting of one body of a benefit to another  
269 body raises some technical issues. He suggested that Vice Chairperson Denault compose a

270 resolution for further review.

271 **ROLL CALL WAS TAKEN WITH COUNCILOR LEMONT, VICE CHAIRPERSON**  
272 **DENAULT, COUNCILOR WHITE, COUNCILOR THOMSON, AND CHAIRPERSON**  
273 **BEERS OPPOSED. MOTION DID NOT CARRY 1/5/0.**

274 Councilor Thomson requested that Vice Chairperson Denault amend his motion to read as  
275 follows:

276 “The Kittery Town Council moves to approve the request made by the Kittery School Committee  
277 to ask appropriate town staff to annually grant complimentary Fort Foster passes to all school  
278 department employees.”

279 **A MOTION WAS MADE BY VICE CHAIRPERSON DENAULT TO AMEND THE**  
280 **MAIN MOTION AS TO APPROVE THE REQUEST MADE BY THE KITTEY**  
281 **SCHOOL COMMITTEE TO ASK TOWN MANAGER TO ANNUALLY GRANT**  
282 **COMPLIMENTARY FORT FOSTER PASSES TO ALL SCHOOL DEPARTMENT**  
283 **EMPLOYEES, SECONDED BY COUNCILOR THOMSON.**

284 Councilor Thomson clarified that the motion will enable Town staff to issue free complimentary  
285 passes to school department employees under the direction of the Town Manager.

286 **ROLL CALL WAS TAKEN WITH COUNCILOR DENNETT OPPOSED. MOTION**  
287 **CARRIED 5/1/0.**

288 The main motion was amended.

289 **ROLL CALL WAS TAKEN WITH COUNCILOR DENNETT OPPOSED. MOTION**  
290 **CARRIED 5/1/0.**

291 13. NEW BUSINESS

292 a. Donations/gifts received for Council disposition

293 • The Kittery Town Council moves to accept a donation from Kenneth Myron  
294 Bonnell in the amount of \$20.00 for the Thresher Memorial Fund.

295 b. (040116-2) The Kittery Town Council moves to approve the disbursement warrants.

296 Town accounts payable of \$83,854.69.

297 Town accounts payable of \$12,663.31.

298 Sewer account payable of \$61,021.42.

299 Sewer account payable of \$7,555.82.

300 School accounts payable of \$98,877.68.

301 Total of all disbursement warrants of \$263,972.92.

302

303 Councilor Dennett stated that the Town and Sewer warrants are in due form. Councilor Lemont  
304 stated that the School warrants are in due form.

305 **A MOTION WAS MADE BY COUNCILOR THOMSON TO APPROVE THE**  
306 **DISBURSEMENT WARRANTS, SECONDED BY VICE CHAIRPERSON DENAULT.**



307 MOTION CARRIED BY VOICE VOTE 6/0/0.

308 c. (040116-3) The Kittery Town Council moves to receive a presentation from the  
309 Superintendent of Schools on the FY'17 School Budget.

310 Ms. Allyn Hutton's presentation included the following statements:

- 311 • Ms. Hutton surmised the budget development process.
  - 312 ○ Public hearings and staff meetings are continuously held and input from
  - 313 stakeholders are solicited electronically.
  - 314 ○ The committee reviews prior year initiatives and prioritizes consensually. Each
  - 315 program is individually analyzed to determine whether it will continue or be
  - 316 revived.
  - 317 ○ The main consideration when developing the budget is to support teaching and
  - 318 learning while remaining fiscally responsible to the Town.
- 319 • Ms. Hutton highlighted the accomplishments and successes of the Kittery School  
320 Department.
  - 321 ○ The curriculum was transitioned to a proficiency based system (K-12) which was
  - 322 a State mandated requirement that Kittery had anticipated before the mandation.
  - 323 ○ A new Performance Evaluation and Professional Growth (PEPG) was
  - 324 implemented for teachers to better provide evidence of their skills.
  - 325 ○ The Odyssey of the Mind teams are active in all three schools two received first
  - 326 place at the Maine State Tournament.
  - 327 ○ Continued academic support with the following programs:
    - 328 ■ Jump Start for students in need of pre-kindergarten experience
    - 329 ■ Expanded success in the tutoring center at Traip Academy
    - 330 ■ After-school assistance at Shapleigh School for students in need guidance
    - 331 and encouragement
    - 332 ■ Summer programs for both remedial and enrichment support
    - 333 ■ Friday Intervention Block provides additional academic support
    - 334 ■ Foundations Lab provides support for mathematics
  - 335 ○ Continued community support with the following initiatives:
    - 336 ■ The School department received \$10,000 Nellie Mae community
    - 337 engagement grant. That was used for the Kittery Youth Group Work and
    - 338 to analyze data from a drug and alcohol survey.
    - 339 ■ The School department received \$60,000 for various projects from several
    - 340 contributors such as Traip Trustees, Kittery PTA, Kittery Block Party,
    - 341 MelMAC, Rosamond-Thaxter Foundation, Pratt and Whitney, Fuel Up to
    - 342 Play 60, Fabulous Finds and the Robotics Institute of Maine.
    - 343 ■ Recorded over 79 volunteers
- 344 • Ms. Hutton described some challenges faced by the Kittery School Department.
  - 345 ○ The proficiency based education mandate calls for increased communication,
  - 346 time, and dedicated resources to successfully implement the process. It has
  - 347 changed the manner in which grades and transcripts are reported. An individual
  - 348 education program (IEP) is also now required for graduation.
  - 349 ○ The PEPG is only in its pilot year two.
  - 350 ○ It has been difficult to learn what personal opinions are saying where the school
  - 351 system is or isn't performing.
- 352 • Ms. Hutton featured new programs planned for FY 2017.

- Currently, an assistance is shared between the Horace Mitchell Primary School and the Shapleigh School. The school department has requested an additional assistant principal so that each school has a dedicated position.
- The Grade 4 student to teacher ratio is approaching 25 and the department feels another teacher should be added to attain the desired ratios.
- A reading teacher at Traip Academy is requested due to the number of illiterate students.
- The addition of a technical instructor at the Mitchell School is desired since many examinations are computer based.
- The York County Community College has offered to teach a Math course at Traip Academy in preparation for college-level studies.
- A music/chorus teacher would help to improve the school music departments at both Shapleigh School and Traip Academy.
- Introduce a lacrosse program
- Ms. Hutton explained the reallocation of the Special Education budget accounts.
  - Each year Kittery receives from State subsidy based on 30% of approved spending in the budget. The problem arose when additional funding could not be received for students requiring special education enrolled after the budget was approved. A couple years ago, a reserve account was set aside to compensate for this unpredicted circumstance. It was later learned that the spending from that reserve account could not be characterized as a special education expense which thereafter is not reported back to the State. They have moved the remaining funding back into the budget and added a contingency fund within the special education budget. It is not an additional expense to taxpayers and only a movement of funds.
- Ms. Hutton reviewed the budget proposal
  - Line 1 has increased by 3.42% which consists mainly salaries and benefits.
  - Line 2 has increased by 22% which is mainly due to the issue previously discussed.
  - Line 3 has decreased by 0.68% which consists of funds paid to Sanford technical school.
  - Item 4 has increased by 1.34% which consists of co-curricular salary, transportation and official fees.
  - Item 5 has increased by 1.72% which consists of student and staff support to include the guidance counselor, nurse, library, curriculum salary, and construction related technology expenses.
  - Item 6 has increased by 8.54% which consists of administration costs such as school committee expenses, administrative assistance, legal, postage, advertising, and software.
  - Item 7 has increased by 13% which consists of school administration costs such as teacher leader stipends, dues, fees, and office supplies. This increase is mainly due to the additional assistant principal for the K-8 schools.
  - Item 8 has increased by 6% which consists of transportation, buses, and bus monitors. This increase is mainly due to a change in contract.
  - Item 9 has decreased by 3.5% which consists of facility utilities.
  - Item 10 has decreased due to one debt payment being removed.
  - Item 11 has increased due to the food service program gearing toward a more

- 400 nutritious menu to include more fresh produce.  
401       ○ Item 12 has increased by 8.8% for health insurance benefits.  
402       • Ms. Hutton concluded that all efforts had been made to present a school budget that  
403 reflects the needs of today's students while maintaining fiscal responsibility. The FY17  
404 budget represents a 2.91% increase from Town of Kittery. She added that the booklet  
405 provided highlights the work accomplished of the Kittery School Department and will be  
406 provided to the Rice Public Library and local real estate offices.

407 Chairperson Beers opened the floor for discussion.

408 Ms. Hutton clarified to Vice Chairperson Denault the value of the reserve account balance  
409 forward.

410 Vice Chairperson Denault inquired what the future holds for Common Core. Ms. Hutton replied  
411 that Common Core are identified standards in English and Math which align well with the  
412 direction of the school department and is one way of accomplishing the Proficiency Based  
413 Learning.

414 Vice Chairperson Denault asked if students would be comfortable working with the Town  
415 Manager to get involved with Channel 22 and introduce something new the students would enjoy  
416 participating in.

417 Vice Chairperson Denault asked if non-union educators have been projected out by 3 years to  
418 ensure the programs are sustainable. Ms. Hutton replied in the affirmative.

419       d. (040116-4) The Kittery Town Council moves to receive a presentation from the Adult  
420 Ed Director on the FY'17 Adult Education Budget.

421 Ms. Lorraine Robida's presentation included the following statements:

- 422       • An increase in the amount of \$3,267.91 is requested in the FY 2017 plan for the adult  
423 education budget. There were certain areas that increased and decreased and described as  
424 follows:
- 425       ○ Diploma expenses has decreased since many students are now attaining their  
426 diplomas through the HiSET (High School Equivalency Test) program.
  - 427       ○ Supplies and books and workforce training expenses have decreased since there is  
428 a wealth of information online that is used in the adult education.
  - 429       ○ Literacy salary and benefits has increased since literacy volunteers now tutor  
430 about 10 students.
  - 431       ○ Computer replacement has increased costs due to several existing computers that  
432 can be no longer be updated and the State has mandated several online  
433 submissions. Also, online software applications require an additional expense to  
434 release their monthly online newspaper.
  - 435       ○ Salary and benefits have increased contractually
  - 436       ○ Membership fees have increased significantly since the adult education program  
437 can no long absorb those costs.
  - 438       ○ Career and college advisory hours. Adult education has their own version of  
439 Common Core which are directly from Common Core. This is a standard. The  
440 teachers have to be certified Maine teacher and licensed in Maine. That means  
441 there are costs around retirement funding.

- All adult education programs should offer training for job seeking which will require her program to work with surrounding companies.
- Ms. Robida highlighted initiatives and successes of the Adult Education program:
  - The administrative staff has been reduced to one full-time employee plus one evening clerk.
  - The program has offered courses held at two schools to allow students to progress faster through their course of studies. There are currently 5 courses offered in Kittery and 6 in Eliot. This has reduced costs and broadened their market.
  - In the past 10 years, they have received \$600,000 which was used to leverage \$300,000 State subsidy. They have raised over \$150,000 in enrichment funds which paid for programming.
  - The adult education program graduated 59 diplomas students, provided 14 students credit recovery, and processed over 12,000 life enrichment registrations.
- Ms. Robida concluded that the adult education program is directing their focus towards business to help students attain living wages.

Councilor Dennett asked how her salary is funded. She indicated that her salary is paid via contract services noted in Line 42.

Vice Chairperson Denault asked if Eliot has been asked to increase their funding. Ms. Robida mentioned that she has yet to present the FY 2017 proposal to Eliot, but expects that request to be much larger than the request to Kittery.

Chairperson Beers noted that the investment in the program returns high value and benefits to the town. He advocated the accomplishments of the program as especially meritorious and appreciated.

e. (040116-5) The Kittery Town Council moves to give preliminary approval on the FY '17 School Budget and schedule a public hearing on May 9th to adopt the FY '17 School Budget and to schedule the Budget Validation Referendum for June 14th.

**A MOTION WAS MADE BY COUNCILOR THOMSON TO GIVE PRELIMINARY APPROVAL ON THE FY '17 SCHOOL BUDGET AND SCHEDULE A PUBLIC HEARING ON MAY 9, 2016 TO ADOPT THE FY '17 SCHOOL BUDGET AND TO SCHEDULE THE BUDGET VALIDATION REFERENDUM ON JUNE 14, 2016, SECONDED BY COUNCILOR WHITE. ROLL CALL TAKEN WAS ALL IN FAVOR. MOTION CARRIED 6/0/0.**

f. (040116-6) The Kittery Town Council moves to review and finalize wording on the Warrant Articles for the June 14, 2016 Town Meeting/Secret Ballot Election and make its recommendations on each article.

Councilor Dennett asked that the Chairperson request unanimous consent for one collective vote on Items 2-7 and the recording of 6/0/0 vote on each. That vote involves the wording of the articles and councilor endorsement.

**ROLL CALL TAKEN WAS ALL IN FAVOR. MOTION CARRIED WITH UNANIMOUS CONSENT TO THE WARRANT ARTICLES 6/0/0.**

g. (040116-7) The Kittery Town Council moves to authorize the Kittery Point Fire



483 Association to post road signs at locations in the community and to hang a banner across Rogers  
484 Road to advertise their two Ham & Bean Suppers from April 16th through April 24th.

485 **A MOTION WAS MADE BY COUNCILOR THOMPSON TO AUTHORIZE THE**  
486 **KITTERY POINT FIRE ASSOCIATION TO POST ROAD SIGNS AT LOCATIONS IN**  
487 **THE COMMUNITY AND TO HANG A BANNER ACROSS ROGERS ROAD TO**  
488 **ADVERTISE THEIR ONE HAM & BEAN SUPPERS FROM APRIL 16TH THROUGH**  
489 **APRIL 24TH, SECONDED BY VICE CHAIRPERSON DENAULT.**

490 The Kittery Point Fire Association clarified that there is only one Ham & Bean Supper scheduled  
491 for April 24, 2016.

492 **ROLL CALL TAKEN WAS ALL IN FAVOR. MOTION CARRIED 6/0/0**

493 h. (040116-8) The Kittery Town Council moves to authorize the release of funds in the  
494 amount of \$3,221.52 from unassigned surplus and to appropriate said funds to be paid out of  
495 account #101740- 68427 Expense – Insurance Claims, to pay a vendor for water damage  
496 restoration costs incurred by the Kittery Community Center on February 23, 2016. The cost of  
497 the damage is less than the deductible amount.

498 **A MOTION WAS MADE BY COUNCILOR THOMSON TO AUTHORIZE THE**  
499 **RELEASE OF FUNDS IN THE AMOUNT OF \$3,221.52 FROM UNASSIGNED**  
500 **SURPLUS AND TO APPROPRIATE SAID FUNDS TO BE PAID OUT OF ACCOUNT**  
501 **#101740- 68427 EXPENSE – INSURANCE CLAIMS, TO PAY A VENDOR FOR WATER**  
502 **DAMAGE RESTORATION COSTS INCURRED BY THE KITTERY COMMUNITY**  
503 **CENTER ON FEBRUARY 23, 2016, SECONDED BY COUNCILOR WHITE. ROLL**  
504 **CALL TAKEN WAS ALL IN FAVOR. MOTION CARRIED 6/0/0.**

505 i. (040116-9) The Kittery Town Council move to schedule a public hearing for April  
506 25th in accordance with 6.09 (4) of the Kittery Town Charter to transfer \$20,000 from  
507 Administration account #101110-65480 Other Professional Services to a special revenue fund  
508 account to be established by the Finance Director.

509 **A MOTION WAS MADE BY COUNCILOR THOMSON TO SCHEDULE A PUBLIC**  
510 **HEARING FOR APRIL 25, 2016 IN ACCORDANCE WITH 6.09 (4) OF THE KITTERY**  
511 **TOWN CHARTER TO TRANSFER \$20,000 FROM ADMINISTRATION ACCOUNT**  
512 **#101110-65480 OTHER PROFESSIONAL SERVICES TO A SPECIAL REVENUE FUND**  
513 **ACCOUNT TO BE ESTABLISHED BY THE FINANCE DIRECTOR, SECONDED BY**  
514 **VICE CHAIRPERSON DENAULT. MOTION CARRIED 6/0/0 BY VOICE VOTE.**

515 j. (040116-10) The Kittery Town Council moves to schedule a public hearing for April  
516 25th in accordance with 6.11 (2) of the Kittery Town Charter to approve the extension of the  
517 MRI contract for Carol Granfield to expire upon the appointment of a new Town Manager.

518 **A MOTION WAS MADE BY COUNCILOR THOMSON TO SCHEDULE A PUBLIC**  
519 **HEARING FOR APRIL 25, 2016 IN ACCORDANCE WITH 6.11 (2) OF THE KITTERY**  
520 **TOWN CHARTER TO APPROVE THE EXTENSION OF THE MRI CONTRACT FOR**  
521 **CAROL GRANFIELD TO EXPIRE UPON THE APPOINTMENT OF A NEW TOWN**  
522 **MANAGER, SECONDED BY VICE CHAIRPERSON DENAULT. MOTION CARRIED**  
523 **6/0/0 BY VOICE VOTE.**

524 k. (040116-11) The Kittery Town Council moves to schedule a public hearing for April  
525 25th in accordance with 6.11 (2) of the Kittery Town Charter to ordain a multi-year contract with  
526 Tyler Technologies for accounting software from May 1, 2016 through April 30, 2019.

527 **A MOTION WAS MADE BY COUNCILOR THOMSON TO SCHEDULE A PUBLIC**  
528 **HEARING FOR APRIL 25, 2016 IN ACCORDANCE WITH 6.11 (2) OF THE KITTERY**  
529 **TOWN CHARTER TO ORDAIN A MULTI-YEAR CONTRACT WITH TYLER**  
530 **TECHNOLOGIES FOR ACCOUNTING SOFTWARE FROM MAY 1, 2016 THROUGH**  
531 **APRIL 30, 2019, SECONDED BY COUNCILOR WHITE. ROLL CALL TAKEN WAS**  
532 **ALL IN FAVOR. MOTION CARRIED 6/0/0.**

533 14. COUNCILOR ISSUES OR COMMENTS

534 Councilor White responded to Mr. Harris' public comment that Town Manager Puff managed to  
535 save the Town thousands of dollars through her tenure to procure beneficial grants from outside  
536 sources.

537 Councilor Thomson agreed with Councilor White's previous comment.

538 Councilor Thomson announced that the Rice Public Library Committee will host an open house  
539 on April 12, 2016 to present their plan for constructing a new building in front of Kittery  
540 Community Center. The KCC board has cautioned them in continuing to spend funds for  
541 architecture for property that they do not own access to.

542 Councilor Lemont noted the Shellfish Conservation Committee meeting has been postponed to  
543 April 21, 2016 and anticipates the DMR being present. He appreciated Councilor Thomson's  
544 comments and has heard some concerns from neighboring residents of the KCC.

545 Councilor Lemont has continued to work with the State on the speed limit of Whipple Road.

546 Vice Chairperson Denault asked Town Manager Granfield to discuss the speed limit on  
547 Stevenson Road with the Police Chief.

548 Vice Chairperson Denault reminded that Bruce F. Wiggin, 37, died unexpectedly on March 28,  
549 2016. He was a past member of the Kittery Fire Department. He was a son of Bruce F. Sr. and  
550 Donna Wiggin.

551 Vice Chairperson Denault requested Town Manager Granfield to contact Town Hall streams for  
552 videos of previous meetings.

553 Vice Chairperson Denault thanked Brian Early, reporter of Seacoast Online, for his work to the  
554 Town.

555 Chairperson Beers noted that Sean Moulton has been diagnosed with colon cancer. He has been a  
556 long time resident of Kittery and his mother, Connie Moulton, is accepting donations on  
557 [www.gofundme.com](http://www.gofundme.com).

558 15. COMMITTEE AND OTHER REPORTS

559 a. Communications from the Chairperson – None.

560 b. Committee Reports

561 Comprehensive Plan 2015-2025 consultants have circulated draft chapters for public review. The  
562 next public forum is scheduled for Saturday, June 11, 2016.

563 The National Parks Program Manager has agreed to meet with Town Manager Granfield and  
564 Chairperson Beers on April 26, 2016.

565 16. EXECUTIVE SESSION – None.

566 17. ADJOURNMENT

567 **IT WAS MOVED BY COUNCILOR THOMSON, SECONDED BY VICE**  
568 **CHAIRPERSON DENAULT TO ADJOURN THE MEETING AT 9:42 P.M. ALL WERE**  
569 **IN FAVOR BY A VOICE VOTE. MOTION PASSED 6/0/0.**

570 Submitted by Marissa Day, Minutes Recorder, on April 21, 2016.

571 *Disclaimer: The following minutes constitute the author's understanding of the meeting. Whilst*  
572 *every effort has been made to ensure the accuracy of the information the minutes are not*  
573 *intended as a verbatim transcript of comments at the meeting, but a summary of the discussion*  
574 *and actions that took place. For complete details, please refer to the video of the meeting on the*  
575 *Town of Kittery website at <http://www.townhallstreams.com/locations/kittery-maine>.*



1. Call to Order

Chairperson Beers called the meeting to order at 7:01 p.m.

2. Introductory

Chairperson Beers read the introductory.

3. Pledge of Allegiance

Chairperson Beers led those present in the Pledge of Allegiance.

4. Roll Call

Answering the roll call were Chairperson Gary Beers, Vice Chairperson Charles Denault, Councilors Frank Dennett, Russell White, Kenneth Lemont, Judith Spiller, and Jeffrey Thomson.

5. Agenda Amendment and Adoption

Town Manager Granfield requested that Item 16 - Executive Session to read as follows "The Kittery Town Council moves to go into executive session in accordance with 1 M.R.S. §405(6)(E) and (H), with the Town Manager, Town Attorney, and Code Enforcement Officer to discuss a legal issue."

Agenda was adopted, as amended.

6. Town Manager's Report

Town Manager Granfield reviewed her written report.

Discussion amongst the Town and Portsmouth Naval Shipyard officials has been had regarding the discontinued memorandum of understanding that allowed Kittery officers to control traffic at Gates 1 & 2. A meeting is scheduled for April 26, 2016 to consider potential solutions.

Adding additional communities to Kittery dispatch had been contemplated in the past. Town Manager Granfield determined that it is too costly to add South Berwick. An agreement with Berwick is intended to be made and the existing agreement with Eliot be revised. Consideration for South Berwick could take place once agreements with Eliot and Berwick are finalized.

The Japanese exchange students visiting Kittery arrived Friday, April 22<sup>nd</sup>. Chairperson Beers and Town Manager Granfield attended the April 25<sup>th</sup> luncheon at Shapleigh School. Town Manager Granfield was pleased to meet the students and noted they had presented a gift to the Town. The departments will be hosting a luncheon at the Kittery Community Center on Tuesday, April 26<sup>th</sup> at 11:30 AM. She invited any or all of Council to attend.

The FY2017 budget is being finalized and on schedule for presentation on May 9, 2016.

Town Council training session is scheduled for May 10, 2016. Town Manager Granfield asked that the Council return answers to the facilitator's questions as early as possible.

Town Manager Granfield corrected her previous statement from the April 11, 2016 meeting that

34 two grants were submitted, not received.

35 Town Manager Granfield has contacted Comcast to retrieve an additional public access channel.  
36 She and Randy Buccini are looking for studio space at the Kittery Community Center.

37 Wednesday, April 27<sup>th</sup> is Administrative Professionals' Day. She thanked the administrative staff  
38 for their great work.

39 Councilor Thomson requested that discussion be had in Town Manager Granfield's meeting with  
40 PNSY regarding potential impacts of the Sarah Mildred Long bridge closure this Summer. He  
41 voiced his concern that traffic generated from PNSY has been a constantly discussed issue.

42 Town Manager Granfield confirmed to Vice Chairperson Denault that the Chief of Police will be  
43 attending the meeting with PNSY. Town Manager Granfield clarified that a list of appointed  
44 Kittery traffic control officers was renewed on an annual basis, but the practice has been ceased  
45 by the Navy due to legality concerns. Vice Chairperson Denault noted that residents have  
46 reported positive changes in the traffic patterns as a result of the new stop signs.

47 Vice Chairperson Denault reminded the primary goal of expanding the dispatch was to attain  
48 South Berwick. He asked if the intention to reach South Berwick still exists. Town Manager  
49 Granfield confirmed that eventually South Berwick would be pursued. She felt a more successful  
50 transition should focus in Berwick only for the initial stage of expansion. Vice Chairperson  
51 Denault thanked Town Manager Granfield for progressing this project forward.

52 Chairperson Beers concurred with Vice Chairperson Denault that local traffic has improved.  
53 However, he felt that traffic control is still a necessary topic for concern.

54 7. Acceptance of Previous Minutes – None.

55 8. Interviews for the Board of Appeals and Planning – None.

56 9. All items involving the town staff. – None.

57 10. PUBLIC HEARINGS

58 a. (040216-1) The Kittery Town Council moves to hold a public hearing in accordance  
59 with 6.11 (2) of the Kittery Town Charter to approve the extension of the MRI contract for Carol  
60 Granfield, Interim Town Manager, to expire upon the appointment of a new Town Manager.

61 Chairperson Beers opened the public hearing. No one came forth to speak; Chairperson Beers  
62 closed the public hearing.

63 **A MOTION WAS MADE BY COUNCILOR DENAULT TO APPROVE THE**  
64 **EXTENSION OF THE MRI CONTRACT FOR CAROL GRANFIELD, INTERIM**  
65 **TOWN MANAGER, TO EXPIRE UPON THE APPOINTMENT OF A NEW TOWN**  
66 **MANAGER, SECONDED BY COUNCILOR WHITE. ROLL CALL TAKEN WAS ALL**  
67 **IN FAVOR. MOTION CARRIED 7/0/0.**

68 b. (040216-2) The Kittery Town Council moves to hold a public hearing in accordance  
69 with 6.11 (2) of the Kittery Town Charter, to ordain a multi-year contract with Tyler  
70 Technologies for accounting software from May 1, 2016 through April 30, 2019 and to award an

71 alternative procurement method to enter in to a multi-year contract with Tyler Technologies.

72 Chairperson Beers opened the public hearing. No one came forth to speak; Chairperson Beers  
73 closed the public hearing.

74 **A MOTION WAS MADE BY COUNCILOR WHITE TO ORDAIN A MULTI-YEAR**  
75 **CONTRACT WITH TYLER TECHNOLOGIES FOR ACCOUNTING SOFTWARE**  
76 **FROM MAY 1, 2016 THROUGH APRIL 30, 2019 AND TO AWARD AN**  
77 **ALTERNATIVE PROCUREMENT MEHTOD TO ENTER INTO A MULTI-YEAR**  
78 **CONTRACT WITH TYLER TECHNOLOGIES, SECONDED BY COUNCILOR**  
79 **SPILLER. ROLL CALL TAKEN WAS ALL IN FAVOR. MOTION CARRIED 7/0/0.**

80 c. (400216-3) The Kittery Town Council moves to hold a public hearing in accordance  
81 with 6.09 (4) of the Kittery Town Charter, to transfer \$20,000 from Administration account  
82 #101110-65480 Other Professional Services, to a special revenue fund account to be established  
83 by the Finance Director.

84 Chairperson Beers opened the public hearing. No one came forth to speak; Chairperson Beers  
85 closed the public hearing.

86 **A MOTION WAS MADE BY COUNCILOR DENAULT TO TRANSFER \$20,000 FROM**  
87 **ADMINISTRATION ACCOUNT #101110-65480 OTHER PROFESSIONAL SERVICES,**  
88 **TO THE FLOOD INSURANCE RATE MAPS APPEAL ACCOUNT TO BE**  
89 **ESTABLISHED, SECONDED BY COUNCILOR SPILLER.**

90 Chairperson Beers cited the memorandum dated April 4, 2016 included in the meeting packet  
91 materials that further described the appropriation transfer.

92 **ROLL CALL TAKEN WAS ALL IN FAVOR. MOTION CARRIED 7/0/0.**

93 11. DISCUSSION

94 a. Discussion by members of the public (three minutes per person)

95 Patricia Robillard

96 Ms. Robillard thanked the Town Council for moving the Sewer Betterment Assessment Public  
97 Forum to a larger venue. She hoped it could be the first step to improve transparency amongst  
98 the Town. Whether intentional or not, the lack of transparency is how the situation has arrived to  
99 this point. She felt that meeting minutes ought to be posted in a timelier fashion and finds it  
100 impractical to stream the videos when searching for information. She would like the Town to  
101 provide information per requests such as the contract, invoices, and any other documentation  
102 relative to every aspect of the sewer betterment project. The citizens have a right to know what  
103 they are paying for. She hoped that the Town be more transparent and hide nothing. Finally, she  
104 hoped that the Sewer Betterment Assessment Public Forum be recorded live for public access.

105 Willie Goodson

106 Mr. Goodson felt the situation of residents affected by the Sewer Betterment Expansion project  
107 is ridiculous. He felt that the elderly whom are affected by the fees can not afford much already.  
108 He felt the Council should review the issue at hand.

109 Milton Hall

110 Mr. Hall asked who is responsible for managing the Town street lights. He pointed out that the  
111 street lights located at Newson Avenue, Dairy Queen, and the Resource Recovery Facility are on  
112 24 hours a day.

113 Mr. Hall inquired on the status of the Kittery Shore and Harbor Plan. Roughly \$20,000 was spent  
114 on the project and it is now dead.

115 Mr. Hall indicated that the assistant principal wages summed \$95,000 in the proposed FY2017  
116 School Budget and asked if that number was either direct wages to the individual or direct cost to  
117 the Town.

118 Mr. Hall added that traffic at PNSY Gate 2 has improved, but local commuters are still held up  
119 for at least a half hour longer than normal. He noticed improvements resulting from the stop sign.

120 Susan Johnson

121 Ms. Johnson reminded that Town Council approved free Fort Foster passes for everyone  
122 employed within the public school system. She requested Town Council to approve free Fort  
123 Foster passes for Kittery residents that cannot afford passes. This could include low-income and  
124 elderly residents.

125 Adult Education programs in many places, except Kittery, offer free courses to qualifying low-  
126 income and elderly citizens. She has implored the Kittery Adult Education department to offer  
127 this service. She clarified that this be focused on courses for other than English as a Second  
128 Language (ESL). The response she received over the phone was to “go to another town because  
129 we don’t do that in Kittery”.

130 Ms. Johnson asked why trash pickup service is provided to the administration, but not the rest of  
131 the Town. She was told by a Town employee that Kittery cannot approve funds to supply trash  
132 bins for residents. She is aware of some residents that don’t have vehicles or have to choose  
133 between buying food or trash pickup. She felt that Kittery must offer trash pick-up services for  
134 senior citizens.

135 Ms. Johnson provided her written statement to Town Manager Granfield at the request of  
136 Chairperson Beers.

137 Tom Hibschan, 88 Braveheart Road

138 Mr. Hibschan had difficulty contacting Town Manager Granfield recently as her e-mail address  
139 was listed incorrectly on the Town website. He contacted the Town Clerk to relay his message in  
140 that the Town no longer holds the right to use his name in the banner photography. He has  
141 requested that the change be made by May 1, 2016. Mr. Hibschan agreed with a previous  
142 public comment that the website needs improvement to be more transparent. He asked to clarify  
143 the standard protocol for communicating with Town employees.

144 The Sacrifices of War bronze in John Paul Jones Park was defaced in December 2014 by a state  
145 employee. He preferred that the Town ensure it is restored prior to accepting ownership from the  
146 State. He felt it is embarrassing and unsettling that it has still not been restored. Former Town  
147 Manager Puff was not able to accomplish the restitution. He felt that the Town should not accept  
148 the park until it is restored, insured, and appraised.

149 Mr. Hibschan urged that Channel 22 invite public and educational access. Former Town

150 Manager Puff mentioned this as a possibility.

151 b. Response to public comment directed to a particular Councilor – None.

152 c. Chairperson's response to public comments

153 Chairperson Beers responded to Mr. Woodson and Ms. Robillard that a Sewer Betterment  
154 Assessment Public Forum will be held on May 2, 2016. They anticipate a large attendance and it  
155 was his understanding that it would be broadcast live. He felt that ineffective communication  
156 may have attributed to the issues raised by the public. Mr. Beers was corrected by Town  
157 Manager Granfield who affirmed that the meeting would be taped and broadcast and streamed at  
158 late times.

159 Chairperson Beers suggested Ms. Robillard contact Town Clerk, Maryann Place, to request  
160 information. He informed her that a freedom of information act request can be made through the  
161 Town Clerk and any issues experienced throughout that process can be addressed with the  
162 Council.

163 Chairperson Beers suggested Mr. Hall contact the Kittery Police Department regarding street  
164 lights. Communications from Police dispatch can receive Central Maine Power's attention.

165 Chairperson Beers noted the Town Council is not fully aware of the current status of the Shore  
166 and Harbor Plan because the effort originated from the Planning Board and Port Authority. He  
167 asked Town Manager Granfield to research the status.

168 Chairperson Beers asked Town Manager Granfield to request a report of the assistance  
169 principal's wages from the School department in order to respond to Mr. Hall's comment.

170 Chairperson Beers stated PNSY Gate 1 is formally open as of April 18th.

171 Chairperson Beers recognized that the Town website does contain errors and updates are not as  
172 prompt and reliable as they should be. Once the meeting minutes are approved, they should be  
173 posted to the website for public access.

174 Chairperson Beers will provide background to Town Manager Granfield regarding the Sacrifices  
175 of War bronze at John Paul Jones Park to determine what potential actions can be made to  
176 address the issue.

177 Councilor White asked Mr. Hall to provide his comments regarding the Shore and Harbor Plan in  
178 writing to relay to the Comprehensive Planning Committee.

179 12. UNFINISHED BUSINESS – None.

180 13. NEW BUSINESS

181 a. Donations/gifts received for Council disposition – None.

182 b. (040116-2) The Kittery Town Council moves to approve the disbursement warrants.

183 Town accounts payable of \$78,001.58.

184 Town accounts payable of \$35.00.

185 Sewer account payable of \$16,070.88.



186 School accounts payable of \$53,856.58.  
187 Total of all disbursement warrants of \$147,964.04.

188  
189 Councilor Dennett stated that the Town and Sewer warrants are in due form. Councilor Lemont  
190 stated that the School warrants are in due form.

191 **A MOTION WAS MADE BY COUNCILOR SPILLER TO APPROVE THE**  
192 **DISBURSEMENT WARRANTS, SECONDED BY COUNCILOR THOMSON. MOTION**  
193 **CARRIED BY VOICE VOTE 7/0/0.**

194 c. (040216-5) The Kittery Town Council moves to read and sign a proclamation of  
195 congratulations and acknowledgement of Kittery's oldest resident, Ellen M. Tufts, as being  
196 named the recipient of the Boston Post Cane.

197 Chairperson Beers read the proclamation dated April 25, 2016, which was included in the agenda  
198 packet materials.

199 **A MOTION WAS MADE BY COUNCILOR SPILLER TO SIGN A PROCLAMATION**  
200 **OF CONGRATULATIONS AND ACKNOWLEDGEMENT OF KITTERY'S OLDEST,**  
201 **RESIDENT, ELLEN M. TUFTS, AS BEING NAMED THE RECEIPIENT OF THE**  
202 **BOSTON POST CANE, SECONDED BY COUNCILOR DENAULT. ROLL CALL**  
203 **TAKEN WAS ALL IN FAVOR. MOTION CARRIED 7/0/0.**

204 d. (040216-6) The Kittery Town Council moves to approve a renewal application from  
205 Sonmat, Inc., 7 Wallingford Square, Unit 102, Kittery, ME for a Malt, Spirituous and Vinous  
206 Liquor License for Anju Noodle Bar, 7 Wallingford Square, Unit 102.

207 **A MOTION WAS MADE BY COUNCILOR THOMSON TO APPROVE A RENEWAL**  
208 **APPLICATION FROM SONMAT, INC., 7 WALLINGFORD SQUARE, UNIT 102,**  
209 **KITTERY, ME FOR A MALT, SPIRITUOUS AND VINOUS LIQUOR LICENSE FOR**  
210 **ANJU NOODLE BAR, 7 WALLINGFORD SQUARE, UNIT 102, SECONDED BY**  
211 **COUNCILOR SPILLER. ROLL CALL TAKEN WAS ALL IN FAVOR. MOTION**  
212 **CARRIED 7/0/0.**

213 e. (040216-7) The Kittery Town Council moves to approve a renewal application from  
214 John K. Reed, 139 Cass Street, Portsmouth, NH, for a Malt, Spirituous and Vinous Liquor  
215 License for The Corner Pub, 4 Wallingford Square.

216 **A MOTION WAS MADE BY COUNCILOR SPILLER TO APPROVE A RENEWAL**  
217 **APPLICATION FROM JOHN K. REED, 139 CASS STREET, PORTSMOUTH, NH, FOR**  
218 **A MALT, SPIRITUOUS AND VINOUS LIQUOR LICENSE FOR THE CORNER PUB, 4**  
219 **WALLINGFORD SQUARE, SECONDED BY COUNCILOR THOMSON. ROLL CALL**  
220 **TAKEN WAS ALL IN FAVOR. MOTION CARRIED 7/0/0.**

221 f. (040216-8) The Kittery Town Council moves to extend the appointment of Carol  
222 Granfield's appointment as Interim Town Manager until a new Town Manager is appointed.

223 **A MOTION WAS MADE BY COUNCILOR DENAULT TO EXTEND THE**  
224 **APPOINTMENT OF CAROL GRANFIELD'S APPOINTMENT AS INTERIM TOWN**  
225 **MANAGER UNTIL A NEW TOWN MANAGER IS APPOINTED, SECONDED BY**

226 COUNCILOR SPILLER.

227 Councilor Dennett requested that the motion include an effective date of July 1, 2016.

228 MOTION WAS AMENDED, AS REQUESTED.

229 Town Manager Granfield clarified that the contract for her appointment is with Municipal  
230 Resources Inc (MRI). Councilor Thomson felt that the motion does not involve the contract with  
231 MRI. The existing appointment was set forth until June 30, 2016 for the fiscal year close.

232 ROLL CALL TAKEN WAS ALL IN FAVOR. MOTION CARRIED 7/0/0.

233 g. (040216-9) The Kittery Town Council moves to appoint a representative to meet with  
234 the Chair of the Conservation Commission to interview Anne Formalarie for her appointment to  
235 that board as an associate member until 12/31/19.

236 A MOTION WAS MADE BY COUNCILOR LEMONT TO APPOINT COUNCILOR  
237 SPILLER TO MEET WITH THE CHAIR OF THE CONSERVATION COMMISSION  
238 TO INTERVIEW ANNE FORMALARIE FOR HER APPOINTMENT TO THAT  
239 BOARD AS AN ASSOCIATE MEMBER UNTIL 12/31/2019, SECONDED BY  
240 COUNCILOR WHITE. MOTION CARRIED 7/0/0 BY VOICE VOTE.

241 h. (040216-10) The Kittery Town Council moves to accept the resignation from Deborah  
242 Lynch from the Planning Board.

243 A MOTION WAS MADE BY COUNCILOR SPILLER TO ACCEPT THE  
244 RESIGNATION FROM DEBORAH LYNCH FROM THE PLANNING BOARD,  
245 SECONDED BY COUNCILOR WHITE.

246 Vice Chairperson Denault requested that the motion be amended to include "with regret".

247 MOTION WAS AMENDED, AS REQUESTED. ROLL CALL TAKEN WAS ALL IN  
248 FAVOR. MOTION CARRIED 7/0/0.

249 i. (040216-11) The Kittery Town Council moves to approve a request from Kittery/Eliot  
250 VFW Memorial Post 9394 to hold the Memorial Day Parade and Ceremonies on Sat., May 28th  
251 beginning at 9:00 a.m. on Walker Street.

252 A MOTION WAS MADE BY COUNCILOR SPILLER TO APPROVE A REQUEST  
253 FROM KITTEY/ELIOT VFW MEMORIAL POST 9394 TO HOLD THE MEMORIAL  
254 DAY PARADE AND CEREMONIES ON SATURDAY, MAY 28, 2016 AT 9:00 AM ON  
255 WALKER STREET, SECONDED BY COUNCILOR THOMSON. ROLL CALL TAKEN  
256 WAS ALL IN FAVOR. MOTION CARRIED 7/0/0.

257 j. (040216-12) The Kittery Town Council moves to authorize the Rice Public Library to  
258 use the Fort Foster facility (baseball field) on Tuesday, August 30, 2016 and to extend their  
259 hours until 9:30 p.m. to show an outdoor movie for the closing celebration of their Summer  
260 Reading Program.

261 A MOTION WAS MADE BY COUNCILOR SPILLER TO AUTHORIZE THE RICE  
262 PUBLIC LIBRARY TO USE THE FORT FOSTER FACILITY (BASEBALL FIELD) ON



263 **TUESDAY, AUGUST 30, 2016 AND TO EXTEND THEIR HOURS UNTIL 9:30 P.M. TO**  
264 **SHOW AN OUTDOOR MOVIE FOR THE CLOSING CELEBRATION OF THEIR**  
265 **SUMMER READING PROGRAM, SECONDED BY COUNCILOR DENAULT. ROLL**  
266 **CALL TAKEN WAS ALL IN FAVOR. MOTION CARRIED 7/0/0.**

267 k. (040216-13) The Kittery Town Council moves to discuss and take action on the  
268 process for hiring a new Town Manager.

269 Town Manager Granfield highly suggested that the Council discuss how to proceed with  
270 acquiring a new Town Manager. The magnitude of the Town Manager position requires a full-  
271 time position. At least initiating the process can facilitate obtaining a replacement in a timely  
272 manner.

273 Councilor White, Councilor Spiller, and Vice Chairperson Denault voiced their support in favor  
274 of drafting a Request for Proposal (RFP). Councilor Spiller suggested utilizing the most recent  
275 RFP posted as a template. That version was well received by the Town Council and the  
276 community.

277 **14. COUNCILOR ISSUES OR COMMENTS**

278 Councilor White acknowledged the website has clear issues. He felt additional administrative  
279 support for the Town Manager position is perhaps in demand. An overhaul of the website design  
280 should be considered in the distant future. Councilor Thomson agreed with Councilor White's  
281 previous comment. He suggested that the Kittery School Department may be able to provide  
282 insight.

283 Councilor Thomson gleaned his hope for the Sewer Betterment Assessment Public Forum. The  
284 tone of the public has been somewhat discouraging. He felt the Council are neighbors to those  
285 affected and have always looked at ways to develop a fair solution. There have been several  
286 projects that were accomplished similar to the Sewer Betterment Expansion Project. He was  
287 hopeful the public forum will answer questions and give the citizens a better understanding of  
288 why the process exists.

289 Councilor Lemont stated that a traffic and speed survey will be conducted on Rte. 103 to  
290 specifically assess the speed limits.

291 Vice Chairperson Denault asked with consensus of the Council if Town Manager Granfield can  
292 request the speed radar be put in use.

293 Vice Chairperson Denault felt the Comcast price hike should be made public information.

294 Vice Chairperson Denault clarified that there is a hub in the control room of the STAR Theatre  
295 that can broadcast live on Channel 22. Other live hubs exist at the Fire Department, Memorial  
296 Field, Shapleigh School, Town Hall, and possibly the Rice Library.

297 Vice Chairperson Denault recognized Zach Harmon who detected a burning electrical scent on  
298 April 19, 2016. It resulted in a finding of a marijuana grow operation. He felt this  
299 accomplishment reflects the adequate resources within the Police department.

300 Vice Chairperson Denault noted that Bruce F. Wiggin Jr. has passed.

301 Chairperson Beers enjoyed the Shapleigh School welcome ceremony for the Aomori visitors  
302 hosted on April 25<sup>th</sup>.

303 15. COMMITTEE AND OTHER REPORTS

304 a. Communications from the Chairperson

305 Chairperson Beers found that applying for UNESCO's World Heritage Site is an incredibly  
306 worthwhile endeavor, but determined it is well beyond the means of the Town to pursue  
307 respectably.

308 Chairperson Beers stated the Sewer Betterment Assessment Public Forum will be held Monday,  
309 May 2, 2016 at 6:00 PM in the Kittery Community Center STAR Theater. The forum intends to  
310 begin with introduction and background information then open floor for public comment. The  
311 Council hoped the forum will remain focused, not repetitive and germane to the issue discussed.  
312 The Council will then discuss which topics are suitable for consideration. Since the last Town  
313 Council meeting, Chairperson Beers performed an extensive analysis of the project and compiled  
314 approximately 60 pages of pertinent information. His observation concluded that his state of  
315 ignorance on various features was horribly wrong. What he thought he knew on the subject  
316 turned out to be very different than how it exists currently. He believed that everyone involved  
317 followed a relatively normal proceeding and now they experience a flood of questions that were  
318 not raised previously.

319 b. Committee Reports

320 Councilor Denault noted that John R. Nooney, father of Jacquelyn Nooney and Jill Nooney,  
321 passed away on April 16, 2016 at the age of 98. He was a fixture and inspiration to the  
322 community and a WWII veteran.

323 Chairperson Beers was pleased to report that at the Mary Safford Wildes Trust committee  
324 meeting last Thursday, Councilor Thomson moved to grant \$725 to the End 68 Hours of Hunger  
325 program, which supports school children with backpacks. The amount raised was one week's  
326 cost to the program and unanimously approved.

327 16. EXECUTIVE SESSION

328 a. The Kittery Town Council moves to go into executive session in accordance with 1  
329 M.R.S. §405 (6) (E) and (H) with the Town Manager, Town Attorney, and Code Enforcement  
330 Officer, to discuss a legal issue.

331 **A MOTION WAS MADE BY COUNCILOR WHITE TO GO INTO EXECUTIVE**  
332 **SESSION TO DISCUSS A LEGAL ISSUE, SECONDED BY COUNCILOR DENAULT.**  
333 **ROLL CALL TAKEN WAS ALL IN FAVOR. MOTION CARRIED 7/0/0.**

334 The Council moved to the executive session and the live broadcast of the meeting was closed  
335 until adjournment.

336 **A MOTION WAS MADE BY COUNCILOR WHITE TO COME OUT OF EXECUTIVE**  
337 **SESSION AT 8:45 P.M., SECONDED BY COUNCILOR DENAULT. ROLL CALL TAKEN**  
338 **WAS ALL IN FAVOR. MOTION CARRIED 7/0/0.**

339 17. ADJOURNMENT

340 A MOTION WAS MADE BY COUNCILOR THOMSON TO ADJOURN THE MEETING  
341 AT 8:46 P.M., SECONDED BY COUNCILOR DENAULT. MOTION CARRIED 7/0/0 BY  
342 VOICE VOTE.

343 Submitted by Marissa Day, Minutes Recorder, on May 2, 2016.

344 *Disclaimer: The following minutes constitute the author's understanding of the meeting. Whilst*  
345 *every effort has been made to ensure the accuracy of the information the minutes are not*  
346 *intended as a verbatim transcript of comments at the meeting, but a summary of the discussion*  
347 *and actions that took place. For complete details, please refer to the video of the meeting on the*  
348 *Town of Kittery website at <http://www.townhallstreams.com/locations/kittery-maine>.*



**TOWN OF KITTERY, MAINE** **RECEIVED**  
**TOWN CLERK'S OFFICE**  
200 Rogers Road, Kittery, ME 03904  
Telephone: (207) 475-1328 Fax: (207) 439-6800 Y: 8:30 pm

**APPLICATION FOR APPOINTMENT TO TOWN BOARDS**

NAME: Brett Costa

RESIDENCE: 19 Lynett Lane

MAILING (if different) Same

E-MAIL ADDRESS: Drumar1@Comcast.net PHONE #: (Home) \_\_\_\_\_ (Work) 207 451-0442

**Please check your choice:** Comcast.net

- |  |   |
|--|---|
| <input type="checkbox"/> Board of Appeals                    | <input type="checkbox"/> Board of Assessment Review       |
| <input type="checkbox"/> Conservation Commission             | <input type="checkbox"/> Mary Safford Wildes Trust        |
| <input type="checkbox"/> Comprehensive Plan Update Committee | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> Education Scholarship Committee     | <input type="checkbox"/> Economic Development Committee   |
| <input type="checkbox"/> Parks Commission                    | <input type="checkbox"/> Open Space Committee             |
| <input type="checkbox"/> Port Authority                      | <input checked="" type="checkbox"/> Planning Board        |
| <input type="checkbox"/> Personnel Board                     | <input type="checkbox"/> Other _____                      |

EDUCATION/TRAINING: owner several Corporations Building Related

RELATED EXPERIENCE (Including other Boards and Commissions) \_\_\_\_\_

14<sup>th</sup> years on Board of appeals Kittery  
Comprehensive Plan Committee

PRESENT EMPLOYMENT: Shogard Nuclear Protection ordinance delivery

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY ☒ Yes ☐ No

ANY KNOWN CONFLICT OF INTEREST (please read back of application): NO

REASON FOR APPLICATION TO THIS BOARD: Continue involvement in Town

I HAVE \_\_\_/HAVE NOT \_\_\_ ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

Please read the back of this application before signing.

Brett Costa  
SIGNATURE OF APPLICANT

5/2/16  
DATE





**TOWN OF KITTERY**  
Office of the Town Clerk  
200 Rogers Road, Kittery, Maine 03904  
Telephone: (207) 475-1328 Fax: (207) 439-6806

**APPLICATION FOR VICTUALERS, INNKEEPERS,  
AND LODGING HOUSE OPERATORS LICENSE**

Applicant (Sole Proprietor, Corporation, Limited Liability Co.): Fahrenheit 22.5 LLC  
(please print)

Applicant Address: 183 Webber Ave, Lewiston, ME 04240  
(please print)

Applicant's mailing address if different from above: Same

Date of Birth (Sole Proprietor): \_\_\_\_\_ Applicant's Telephone Number: 207-577-7273

Business Name: Fahrenheit 22.5  
(please print)

Business Address: 10 Shaplergh Road, Post Office Square  
(please print)

Business Telephone Number: 207-577-7273 or 207-577-7261

Signature of Applicant: Alan Carl Linda Clark DATE: 3/29/16

Applicant's Name: Alan & Linda Clark  
(please print)

LICENSE FEE: \$ 50.00

FIRST TIME APPLICATIONS: \$50.00  
RENEWAL OF LICENSE: \$25.00

PLEASE SUBMIT THIS FORM WITH THE APPROPRIATE FEE TO THE TOWN CLERK'S OFFICE

**Town of Kittery**  
**Ordinance Approving Additional Local Funds for School Budget**  
**for Fiscal Year 2016-2017**

(Note: If State's EPS Funding model is exceeded, State law requires a separate, recorded vote with a majority of full council in favor)

The Town of Kittery hereby ordains in accordance with the separate approval requirement of Title 20-A, section 15671-A(5)(B) that **\$3,067,998.80** be raised and appropriated in additional local funds, which exceeds the State's Essential Programs and Services allocation model by **\$2,815,855.99** as required to fund the budget recommended by the School Committee.

The School Committee recommends **\$3,067,998.80** for additional local funds and gives the following reasons for exceeding the State's Essential Programs and Services funding model by **\$2,815,855.99** :

The **\$2,815,855.99** is needed in order to sustain educational services and programs for all students K-12. These funds support teachers, staff development, guidance counselors, nurses, co-curricular activities, auxiliary personnel and administrators to maintain class sizes and quality of educational services as expected by the town. Additionally the school district actively pursues all available avenues to collaborate and consolidate services in order to offset the escalating costs of utilities, insurance and other fixed costs.

*State Mandated Explanation: The additional local funds are those locally raised funds over and above the Town's local contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help achieve the school department budget for educational programs.*

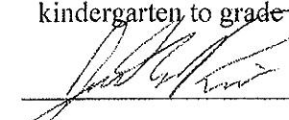
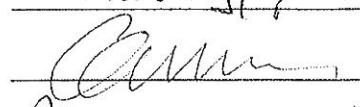
**NOTICE OF AMOUNTS ADOPTED AT TOWN COUNCIL MEETING  
FOR VOTERS AT SCHOOL BUDGET  
VALIDATION REFERENDUM**


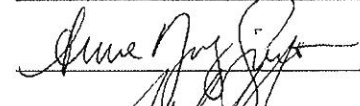
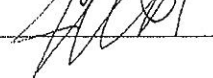
TO: Clerk of Town of Kittery, State of Maine

Pursuant to 20-A M.R.S.A. §1486 (2) and 2307 this Notice is to be displayed at all polling places for the school budget validation referendum to be held on June 14, 2016, to assist the voters in voting on whether to ratify the school budget approved at the May 9, 2016 Town Council Meeting.

Cost Center Summary Budget Category	Amount Recommended by School Committee
01-Regular Instruction	\$6,355,921.75
02-Special Instruction	\$3,346,983.12
03-Career & Technical Education	\$5,826.00
04-Other Instruction	\$319,081.65
05-Student & Staff Support	\$1,624,709.67
06-System Administration	\$565,114.76
07-School Administration	\$1,095,618.23
08-Transportation	\$572,919.60
09-Facilities Maintenance	\$1,405,765.07
10-Debt	\$825,703.06
11-All Other Expenditures	\$80,200.00
Summary of Total Authorized General Fund Expenditures	\$16,197,842.91
Amount Approved at the Town Council Meeting on May 9, 2016	

The amount approved for the school budget at the Town Council meeting includes locally raised funds over and above the Town's local contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act.

  
 \_\_\_\_\_  
 Kimberly B. Bedard  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
 Julie O. Davis  
 \_\_\_\_\_  
 A majority of the School Committee

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_

Completed and countersigned by: \_\_\_\_\_ / \_\_\_\_/2016

A true copy of the Notice, attest: \_\_\_\_\_, Town Clerk of Kittery



**Town of Kittery**  
**Ordinance Approving School Budget**  
**For Fiscal Year 2016-2017**

The Town of Kittery hereby ordains pursuant to Title 20-A, sections 1485 and 15690, that:

1. The following school budget articles be adopted and approved for fiscal year 2016-2017:

For Regular Instruction	\$ <u>6,355,921.75</u> ;
For Special Education	\$ <u>3,346,983.12</u> ;
For Career and Technical Education	\$ <u>5,826.00</u> ;
For Other Instruction	\$ <u>319,081.65</u> ;
For Student and Staff Support	\$ <u>1,624,709.67</u> ;
For System Administration	\$ <u>565,114.76</u> ;
For School Administration	\$ <u>1,095,618.23</u> ;
For Transportation and Buses	\$ <u>572,919.60</u> ;
For Facilities Maintenance	\$ <u>1,405,765.07</u> ;
For Debt Service and Other Commitments	\$ <u>825,703.06</u> ; and
For All Other Expenditures	\$ <u>80,200.00</u> ;

2. The sum of **\$ 400,000.00** be transferred from the Special Education Dedicated Account to the School General Fund balance and be included in appropriations of this Ordinance for the school budget for the fiscal year beginning July 1, 2016 and ending June 30, 2017, said transfer being for the purpose of complying with requirements of the Maine Department of Education for special education expenditures to be eligible for purposes of computing state subsidy.

3. The sum of **\$ 11,271,797.90** be appropriated for the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and the sum of **\$ 10,569,336.20** be raised as the Town's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688;

*State Mandated Explanation: The Town's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that the Town must raise in order to receive the full amount of state dollars.*

4. The sum of **\$ 825,703.06** be raised and appropriated for the annual payments on debt service previously approved by the Town's legislative body for non-state-funded school construction projects, non-state-funded portions of school construction projects in addition to the funds appropriated as the local share of the Town's contribution to the total cost of funding public education from kindergarten to grade 12;

*State Mandated Explanation: Non-state-funded debt service is the amount of money needed for the annual payments on the Town's long-term debt for major capital school construction*

*projects that are not approved for state subsidy. The bonding of this long-term debt was previously approved by the voters or other legislative body.*

5. The School Committee be authorized to expend \$ 16,197,842.91 for the fiscal year beginning July 1, 2015 and ending June 30, 2016 from the Town's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools; and
6. The School Committee be authorized to expend State, Federal and other grants, aid, donations, gifts and other revenues for the fiscal year July 1, 2015 through June 30, 2016 in addition to the school's general fund operating budget.

**Town of Kittery**  
**Ordinance approving transfer of year-end balances to**  
**Dedicated Accounts**

The Town of Kittery hereby ordains that \$ 0.00 be transferred from the school's audited 2014-2015 fiscal year undesignated general fund balance, and be expended as follows:

\$ <u>          .00</u>	for the School Maintenance Dedicated Account
\$ <u>          .00</u>	for the School Special Education Dedicated Account
\$ <u>          .00</u>	for the School Unfunded Liabilities Dedicated Account
\$ <u>          .00</u>	for the School Technology Dedicated Account
\$ <u>          .00</u>	for the School Co/Extra Curricular Success Dedicated Account

BUREAU OF ALCOHOLIC BEVERAGES  
DIVISION OF LIQUOR LICENSING & ENFORCEMENT  
8 STATE HOUSE STATION  
AUGUSTA, ME 04333-0008



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

DEPARTMENT USE ONLY

LICENSE NUMBER:

CLASS:

DEPOSIT DATE

AMT. DEPOSITED:

BY:

CK/MO/CASH:

PRESENT LICENSE EXPIRES July 1, 2016

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ SPIRITUOUS ☒ VINOUS

INDICATE TYPE OF LICENSE:

- ☒ RESTAURANT (Class I,II,III,IV)  
☐ HOTEL-OPTINONAL FOOD (Class I-A)  
☐ CLASS A LOUNGE (Class X)  
☐ CLUB (Class V)  
☐ TAVERN (Class IV)

- ☐ RESTAURANT/LOUNGE (Class XI)  
☐ HOTEL (Class I,II,III,IV)  
☐ CLUB-ON PREMISE CATERING (Class I)  
☐ GOLF CLUB (Class I,II,III,IV)  
☐ OTHER: \_\_\_\_\_

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.)		2. Business Name (D/B/A)	
DOB:			
<u>WLH Management corp.</u> DOB:		<u>Warrens Lobster House</u>	
DOB:		Location (Street Address)	
Address <u>149 Mendums Landing</u>		<u>11 Water St.</u>	
City/Town <u>Barrington</u> State <u>NH</u> Zip Code <u>03825</u>		City/Town <u>Kittery</u> State <u>ME</u> Zip Code <u>03904</u>	
Telephone Number <u>207-439-2058</u> Fax Number <u>207-439-8821</u>		Mailing Address <u>11 Water St.</u>	
Federal I.D. # <u>01-03982860</u>		City/Town <u>Kittery</u> State <u>ME</u> Zip Code <u>03904</u>	
		Business Telephone Number <u>207-439-2058</u> Fax Number <u>207-439-8821</u>	
		Seller Certificate #	

EMAIL ADDRESS: bcunningham@lobsterhouse.com

3. If premises is a hotel, indicate number of rooms available for transient guests: \_\_\_\_\_
4. State amount of gross income from period of last license: ROOMS \$ N/A FOOD \$ 3,822,646 LIQUOR \$ 398,400
5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
- complete Supplementary Questionnaire ,If YES



6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒
7. If manager is to be employed, give name: Bradley S. Cunningham
8. If business is NEW or under new ownership, indicate starting date: n/a  
Requested inspection date: n/a Business hours: n/a
9. Business records are located at: 11 Water St. Kittery, ME
10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐
11. Is/are applicant(s) residents of the State of Maine? YES ☐ NO ☒
12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:  
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
<u>Bradley S. Cunningham</u>	<u>09/25/1966</u>	<u>Pittsburgh PA</u>

Residence address on all of the above for previous 5 years (Limit answer to city & state)

Barrington, New Hampshire

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒  
Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_  
Offense: \_\_\_\_\_ Location: \_\_\_\_\_  
Disposition: \_\_\_\_\_
14. Will any law enforcement official benefit financially either directly in your license, if issued?  
Yes ☐ No ☒ If Yes, give name: \_\_\_\_\_
15. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐
16. Does/do applicant(s) own the premises? Yes ☒ No ☐ If No give name and address of owner: \_\_\_\_\_
17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) Seafood Restaurant with Multiple Dining Rooms
18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?  
YES ☒ NO ☐ Applied for: \_\_\_\_\_
19. What is the distance from the premises to the **NEAREST** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1/4 mile Which of the above is nearest? Church
20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐  
If YES, give details: Citizens Bank, Portsmouth, NH 03801

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

**NOTE:** "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Kittery, ME on April 13, 20 16  
Town/City, State Date

**Please sign in blue ink**

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name

### NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

**THIS APPROVAL EXPIRES IN 60 DAYS.**

### FEE SCHEDULE

<b>Class I</b>	Spirituos, Vinous and Malt .....	\$ 900.00
	<b>CLASS I:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
<b>Class I-A</b>	Spirituos, Vinous and Malt, Optional Food (Hotels Only) .....	\$1,100.00
	<b>CLASS I-A:</b> Hotels only that do not serve three meals a day.	
<b>Class II</b>	Spirituos Only .....	\$ 550.00
	<b>CLASS II:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
<b>Class III</b>	Vinous Only .....	\$ 220.00
	<b>CLASS III:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
<b>Class IV</b>	Malt Liquor Only .....	\$ 220.00
	<b>CLASS IV:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
<b>Class V</b>	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) .....	\$ 495.00
	<b>CLASS V:</b> Clubs without catering privileges.	
<b>Class X</b>	Spirituos, Vinous and Malt – Class A Lounge .....	\$2,200.00
	<b>CLASS X:</b> Class A Lounge	
<b>Class XI</b>	Spirituos, Vinous and Malt – Restaurant Lounge .....	\$1,500.00
	<b>CLASS XI:</b> Restaurant/Lounge; and OTB.	



**FILING FEE**.....\$ 10.00

**UNORGANIZED TERRITORIES** \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to the **Treasurer of Maine**. This application must be completed and mailed to Bureau of Alcoholic Beverages and Lottery Operations, Division of Liquor Licensing and Enforcement, 8 State House Station, Augusta ME 04333-0008. Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

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**State of Maine**  
**Bureau of Alcoholic Beverages**  
**Division of Liquor Licensing and Enforcement**

**Supplemental Information Required for  
Business Entities Who Are Licensees**

**For Office Use Only:**

License #: \_\_\_\_\_

Date Filed: \_\_\_\_\_

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. Please clearly complete this form in its entirety.

1. Exact legal name:

WLH Management Corp.

2. Other business name for your entity (DBA), if any:

Warrens Lobster House

3. Date of filing with the Secretary of State: 06/15/1984

4. State in which you are formed: New Hampshire

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: 06/27/1984

6. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
Scott D. Cunningham	Barrington NH		46.4
Claudia L. Cunningham	Barrington NH		46.4
Bradley S. Cunningham	Barrington NH		6.0
Colleen V. MacDonald	Eliot ME		1.2

7. Is any principal person involved with the entity a law enforcement official?

Yes ☐ No ☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: \_\_\_\_\_ Agency: \_\_\_\_\_

9. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☐ No ☒

10. If Yes to Question 9, please complete the following: (attached additional sheets as needed)

Name: \_\_\_\_\_

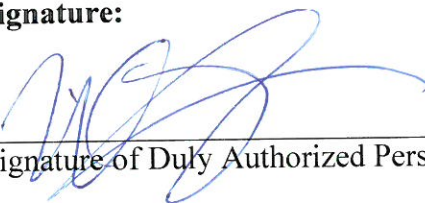
Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_

Location of Conviction: \_\_\_\_\_

Disposition: \_\_\_\_\_

Signature:

  
Signature of Duly Authorized Person

4/13/16  
Date

Bradley S. Cunningham  
Print Name of Duly Authorized Person

---

If you have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's office, please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the filing of this supplemental information – please direct any questions about this form to our office at the number below.

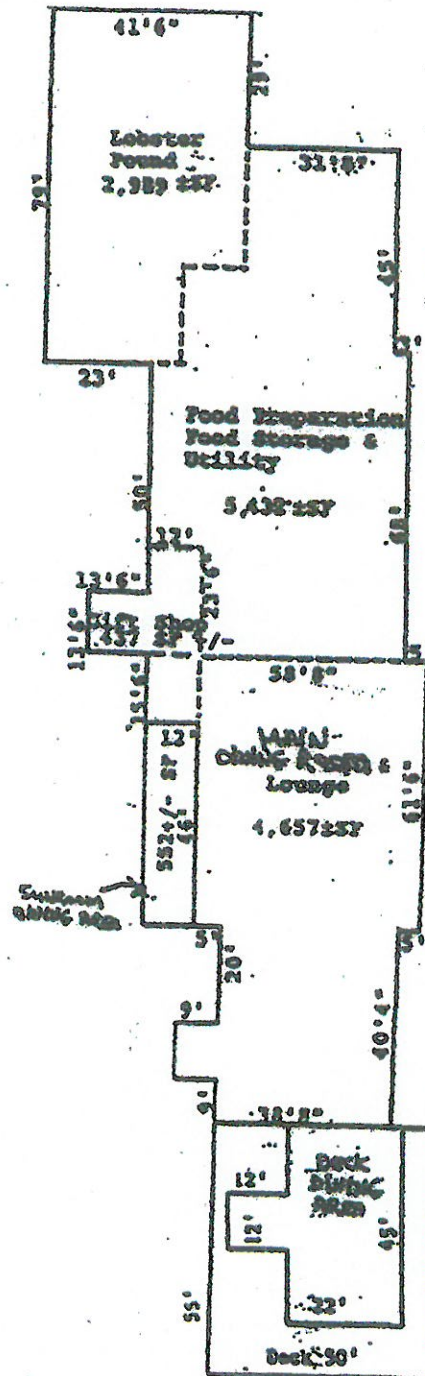
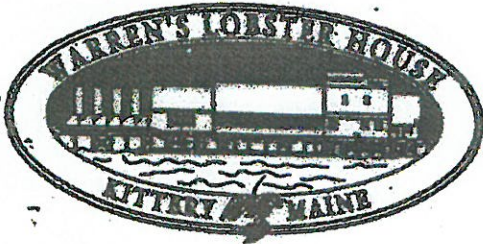
Submit Completed Forms To: Bureau of Alcoholic Beverages and Lottery  
Operations Division of Liquor Licensing Enforcement  
8 State House Station Augusta, Me 04333-0008  
Telephone Inquiries: (207) 624-7220  
Fax: (207) 287-3434  
Email Inquiries: [MaineLiquor@Maine.gov](mailto:MaineLiquor@Maine.gov)

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STATE OF MAINE  
Liquor Licensing & Inspection Unit  
164 State House Station  
Augusta, Maine 04333-0164  
Tel: (207) 624-7220 Fax: (207) 287-3424

PREMISE DIAGRAM

Warren's Lobster House  
11 Water Street  
Kittery ME 03904  
(207) 439-1630  
(207) 439-2058  
FAX (207) 439-8821





STATE OF MAINE

Dated at: \_\_\_\_\_, Maine \_\_\_\_\_ SS  
City/Town (County)

On: \_\_\_\_\_  
Date

The undersigned being:       Municipal Officers       County Commissioners      of the  
  City    Town    Plantation    Unincorporated Place    of: \_\_\_\_\_, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time the applicant may request a waiver of the hearing.
  - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
  - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
  - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of the application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal within 120 days of the filing of the application. [1999, c.589, §1 (amd).]
2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
  - A. Conviction of the applicant of any Class A, Class B or Class C crime: [1987, c.45, Pt.A§4 (new).]
  - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
  - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
  - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
  - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
  - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]
- [1993, c.730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
  - A. [1993, c.730, §27 (rp).]
4. **No license to person who moved to obtain a license. (REPEALED)**
5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

**Department of Public Safety  
Liquor Licensing & Inspection  
Division**



**BUREAU USE ONLY**

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

**PRESENT LICENSE EXPIRES** 7-8-16

**INDICATE TYPE OF PRIVILEGE:** ☒ MALT ☐ SPIRITUOUS ☐ VINOUS

**INDICATE TYPE OF LICENSE:**

☒ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTINONAL FOOD (Class I-A)

☐ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER: \_\_\_\_\_

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

<b>1. APPLICANT(S)</b> –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>CHIOS PIZZA INC</u> <b>DOB:</b> <u>9-30-43</u>		<b>2. Business Name (D/B/A)</b> <u>TOWN PIZZA REST.</u>	
<b>DOB:</b>		<u>CHIOS PIZZA INC</u>	
<b>DOB:</b>		<b>Location (Street Address)</b> <u>15 WENTWORTH ST</u>	
<b>Address</b> <u>49 GRIFFIN RD</u>		<b>City/Town</b> <u>KITTERY</u>	<b>State</b> <u>ME</u>
<b>City/Town</b> <u>PORTSMOUTH 1 NH</u>		<b>Zip Code</b> <u>03904</u>	
<b>State</b> <u>03801</u>		<b>Mailing Address</b>	
<b>City/Town</b>		<b>City/Town</b>	<b>State</b>
<b>Zip Code</b>		<b>Zip Code</b>	
<b>Telephone Number</b> <u>603 436 1061</u>		<b>Business Telephone Number</b> <u>207 439 1265</u>	
<b>Fax Number</b>		<b>Fax Number</b>	
<b>Federal I.D. #</b> <u>010361709</u>		<b>Seller Certificate #</b> <u>5875</u>	

3. If premises is a hotel, indicate number of rooms available for transient guests: 248 960
4. State amount of gross income from period of last license: ROOMS \$ \_\_\_\_\_ FOOD \$ 248960 LIQUOR \$ 49145
5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
- If YES, complete Supplementary Questionnaire
6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒
7. If manager is to be employed, give name: \_\_\_\_\_
8. If business is NEW or under new ownership, indicate starting date: \_\_\_\_\_
- Requested inspection date: \_\_\_\_\_ Business hours: \_\_\_\_\_
9. Business records are located at: 15 WENTWORTH ST KITTERY ME 03904
10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐
11. Is/are applicant(s) residents of the State of Maine? YES ☐ NO ☒



12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:  
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
STAMATIA MIMINAS	9-30-43	GREECE

Residence address on all of the above for previous 5 years (Limit answer to city & state)

49 GRIFFIN RD PORTSMOUTH NH 03801

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?  
Yes ☐ No ☒ If Yes, give name: \_\_\_\_\_

15. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐

16. Does/do applicant(s) own the premises? Yes ☒ No ☐ If No give name and address of owner: \_\_\_\_\_  
SOTIRIS REGAL STATE LLC 49 GRIFFIN RD PORTSMOUTH NH 03801

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) \_\_\_\_\_  
TOWN PIZZA REGSTR.

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?  
YES ☒ NO ☐ Applied for: \_\_\_\_\_

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 500 FT Which of the above is nearest? church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☐ NO ☒

If YES, give details: \_\_\_\_\_

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: KITTERY ME on APR 18-16, 2016  
Town/City, State Date

Stamatia Miminou  
Signature of Applicant or Corporate Officer(s)

STAMATIA MIMINOU  
Print Name

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Print Name



**State of Maine**  
**Bureau of Alcoholic Beverages**  
**Division of Liquor Licensing and Enforcement**

**Supplemental Information Required for  
Business Entities Who Are Licensees**

**For Office Use Only:**

License #: \_\_\_\_\_

Date Filed: \_\_\_\_\_

For information required for Questions 1 to 4, this information is on file with the Maine Secretary of State's office and must match their record information. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752. Please clearly complete this form in its entirety.

1. Exact legal name:

CHIOS PIZZA INC

2. Other business name for your entity (DBA), if any:

TOWN PIZZA REST. JUN-9-1997

3. Date of filing with the Secretary of State: 6-2-97

4. State in which you are formed: MAINE

5. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: \_\_\_\_\_

6. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

Name	Address for Previous 5 years	Date of Birth	Ownership %
<u>Stamatia MIMINOY</u>	<u>49 GRIFFIN RD PORTSMOUTH NH</u> <u>03801</u>	<u>9-30-43</u>	<u>100%</u>

7. Is any principal person involved with the entity a law enforcement official?

Yes

☐

No

☒

8. If Yes to Question 7, please provide the name and law enforcement agency:

Name: \_\_\_\_\_ Agency: \_\_\_\_\_

9. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☐ No ☒

10. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: \_\_\_\_\_

Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_

Location of Conviction: \_\_\_\_\_

Disposition: \_\_\_\_\_

Signature:

Stamatia Miminis  
Signature of Duly Authorized Person

APR 18 - 2016  
Date

STAMATIA MIMINIS  
Print Name of Duly Authorized Person

---

Submit Completed Forms To: Bureau of Alcoholic Beverages  
Division of Liquor Licensing and Enforcement  
164 State House Station  
Augusta, Me 04333-0101  
Telephone Inquiries: (207) 624-7220

# MAINE DEPT OF PUBLIC SAFETY

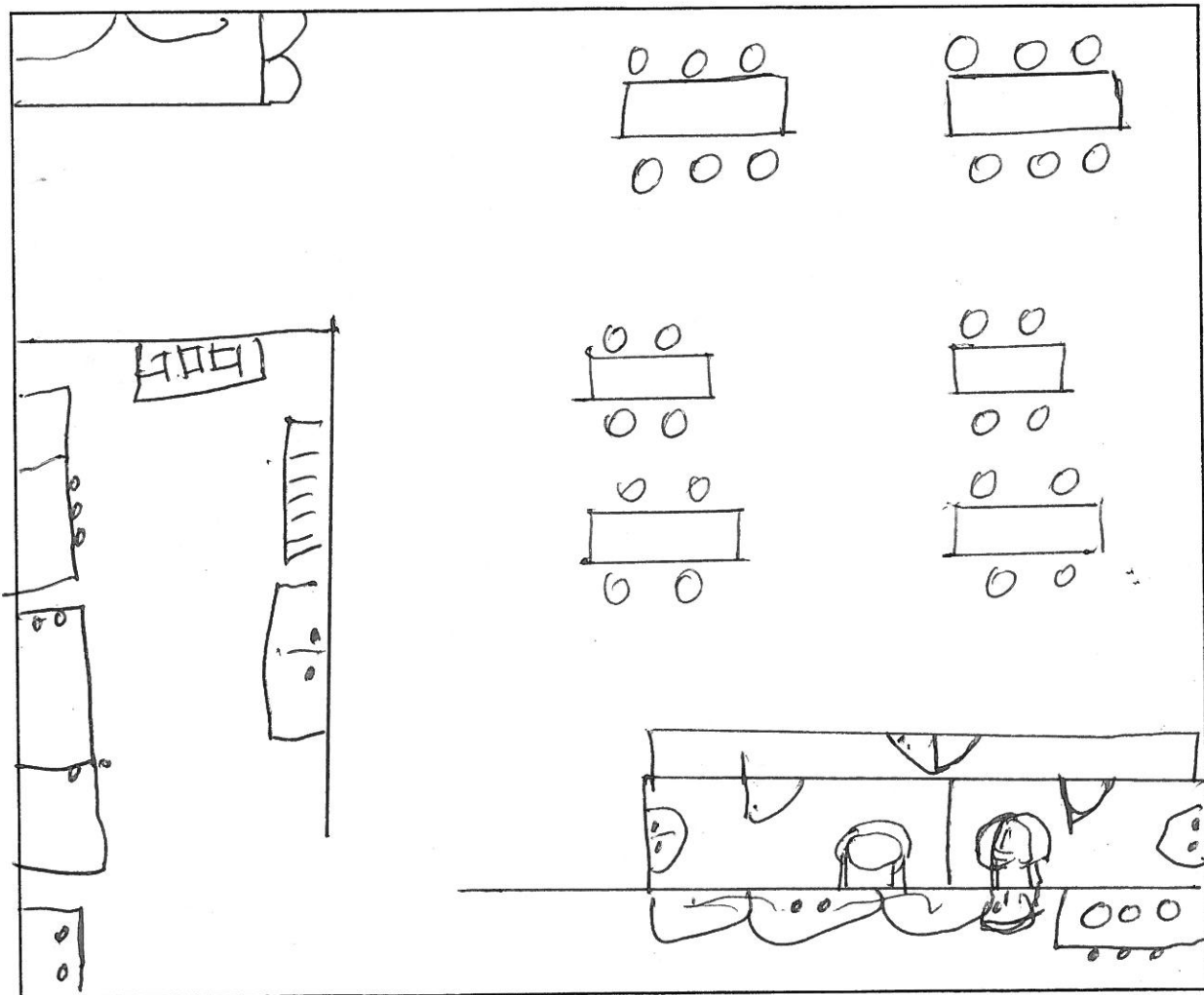
STATE OF MAINE  
*Liquor Licensing & Inspection Division*  
164 State House Station  
Augusta ME 04333-0164  
Tel: (207) 624-7220 Fax: (207) 287-3424



## SUPPLEMENTAL APPLICATION FORM ON-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Liquor Licensing & Inspection Division is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Department for liquor consumption.



STATE OF MAINE

Dated at: \_\_\_\_\_, Maine \_\_\_\_\_ SS  
City/Town (County)

On: \_\_\_\_\_  
Date

The undersigned being: ☐ Municipal Officers ☐ County Commissioners of the  
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: \_\_\_\_\_, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and herby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
    - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
    - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
    - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c.589, §1 (amd).]
  2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
    - A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c.45, Pt.A§4 (new).]
    - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
    - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
    - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
    - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
    - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]
- [1993, c.730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all license requirements and findings referred to in subsection 2.
    - A. [1993, c.730, §27 (rp).]
  4. **No license to person who moved to obtain a license. (REPEALED)**
  5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.
- An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

## NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

**THIS APPROVAL EXPIRES IN 60 DAYS.**

### FEE SCHEDULE

<b>Class I</b>	Spirituos, Vinous and Malt .....	\$ 900.00
	<b>CLASS I:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
<b>Class I-A</b>	Spirituos, Vinous and Malt, Optional Food (Hotels Only) .....	\$1,100.00
	<b>CLASS I-A:</b> Hotels only that do not serve three meals a day.	
<b>Class II</b>	Spirituos Only .....	\$ 550.00
	<b>CLASS II:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
<b>Class III</b>	Vinous Only .....	\$ 220.00
	<b>CLASS III:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
<b>Class IV</b>	Malt Liquor Only .....	\$ 220.00
	<b>CLASS IV:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
<b>Class V</b>	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) .....	\$ 495.00
	<b>CLASS V:</b> Clubs without catering privileges.	
<b>Class X</b>	Spirituos, Vinous and Malt – Class A Lounge .....	\$2,200.00
	<b>CLASS X:</b> Class A Lounge	
<b>Class XI</b>	Spirituos, Vinous and Malt – Restaurant Lounge .....	\$1,500.00
	<b>CLASS XI:</b> Restaurant/Lounge; and OTB.	

**FILING FEE**..... \$ 10.00

**UNORGANIZED TERRITORIES** \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.





# TOWN OF KITTERY, MAINE

## TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

RECEIVED  
MAY 02 2016

PLEASE CHECK APPROPRIATE SQUARE:

BY: 10:45 AM

☒ **APPLICATION FOR RE-APPOINTMENT TO TOWN BOARDS**

☐ **APPLICATION FOR APPOINTMENT FROM ALTERNATE TO FULL MEMBER**

☐ **APPLICATION FOR APPOINTMENT FROM FULL MEMBER TO ALTERNATE**

NAME: Kent Stephens

RESIDENCE: 61 Crockett Neck Rd., Ety Pt

MAILING ADDRESS IF DIFFERENT FROM ABOVE: \_\_\_\_\_

E-MAIL ADDRESS: kpprojex@bitstream.net

TELEPHONE NUMBERS: (HOME) (207) 703-8507 (WORK) \_\_\_\_\_

PRESENT POSITION: KCC Board of Directors

PLEASE CHECK APPROPRIATE SQUARE:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Board of Appeals               | <input type="checkbox"/> Port Authority                    | <input type="checkbox"/> Mary Safford Wildes Trust                 |
| <input type="checkbox"/> Conservation Commission        | <input type="checkbox"/> Planning Board                    | <input type="checkbox"/> Shellfish Conservation Comm.              |
| <input type="checkbox"/> Board of Assessment Review     | <input type="checkbox"/> Parks Commission                  | <input type="checkbox"/> Open Space Committee                      |
| <input type="checkbox"/> Cable TV Rate Regulation Board | <input type="checkbox"/> Personnel Board                   | <input type="checkbox"/> Recycling Scholarship Selection Committee |
| <input type="checkbox"/> Other _____                    | <input checked="" type="checkbox"/> KCC Board of Directors |  |

COMMENTS: \_\_\_\_\_

Kent Stephens  
SIGNATURE OF APPLICANT

5/2/16  
DATE



RECEIVED  
APR 28 2016

# TOWN OF KITTERY, MAINE

## TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904  
Telephone: (207) 475-1328 Fax: (207) 439-6806

### APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: DAVID HANCOCK

RESIDENCE: 100 Shepards Cove Rd H307

MAILING (if different) \_\_\_\_\_

E-MAIL ADDRESS: dhanco14307@comcast.net PHONE #: (Home) 207 403-0459 (Work) \_\_\_\_\_

Please check your choices and list in order of priority by marking 1,2,3, etc.:

- |   |   |
|---|---|
| <input type="checkbox"/> Board of Appeals                       | <input type="checkbox"/> Board of Assessment Review               |
| <input type="checkbox"/> Conservation Commission                | <input type="checkbox"/> Mary Safford Wildes Trust                |
| <input type="checkbox"/> Cable Television Rate Regulation Board | <input type="checkbox"/> Shellfish Conservation Committee         |
| <input type="checkbox"/> Recycling Scholarship Selection Comm.  | <input type="checkbox"/> Community Center Bldg. Comm./Rec. Comm.  |
| <input type="checkbox"/> Parks Commission                       | <input type="checkbox"/> Open Space Committee                     |
| <input type="checkbox"/> Port Authority                         | <input type="checkbox"/> Planning Board                           |
| <input type="checkbox"/> Personnel Board                        | <input checked="" type="checkbox"/> Other <u>Econ. Dev. Comm.</u> |

EDUCATION/TRAINING: BA - Economics; Harvard Biz School Cert

RELATED EXPERIENCE (Including other Boards and Commissions) Parks Commission 2013-14

Econ. Dev. Comm. 2010-2012, Planning Board 2014-2015

Fortune 500 Corp - Biz Development, Elected York Bd. Com. 2004-0

PRESENT EMPLOYMENT: Retired

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY ☒ Yes ☐ No

ANY KNOWN CONFLICT OF INTEREST: NONE

REASON FOR APPLICATION TO THIS BOARD: To support and participate in town

I HAVE ☒ / HAVE NOT ☐ ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

David Hancock  
SIGNATURE OF APPLICANT

4/27/16  
DATE

# Memorandum

**TO:** TOWN COUNCIL  
**FROM:** TOWN CLERK  
**DATE:** MAY 2, 2016  
**RE:** JUNE 14<sup>TH</sup> ELECTION

---

This memo is a recommendation and a request for the appointment of Joyce Tobey as Warden and Sandra Lutts as Deputy Warden for the June 14, 2016, State Primary and School Budget Validation Referendum and Town Meeting. I am requesting that the polls be open at 8:00 a.m. and close at 8:00 p.m. at the Kittery Community Center, 120 Rogers Road.

/mp

**TOWN OF KITTERY  
WARRANT  
SCHOOL BUDGET VALIDATION REFERENDUM  
(20-A M.R.S. §1486 AND 2307)**

YORK COUNTY SS.

STATE OF MAINE

TO: James M. Soucy, a Constable of the Town of Kittery:

You are hereby required in the name of the State of Maine to notify the voters of the Town of Kittery of the referendum election described in this warrant.

**TO THE VOTERS OF THE TOWN OF KITTERY:**

You are hereby notified that a **School Budget Validation Referendum Election** will be held at the Kittery Community Center, 120 Rogers Road on **Tuesday, June 14, 2016** for the purpose of determining the following:

*Do you favor approving the Town of Kittery School Budget for the upcoming school year that was adopted at the May 9, 2016 Town Council meeting?*

*Do you wish to continue the budget validation referendum process in the Town of Kittery for an additional three years?*

Informational Note

*A "Yes" vote will require the Town of Kittery to continue to conduct a referendum to validate its annual school budget for the next three years.*

*A "No" vote will discontinue the budget validation referendum for at least three years and provide instead that the annual school budget shall be finally adopted at a meeting of the Town Council.*

**The polls shall be opened at 8:00 a.m. and closed at 8:00 p.m.**

**Absentee ballots will be processed centrally at 9:00 a.m., 10:00 a.m., 11:00 a.m., 12:00 p.m., 1:00 p.m., 2:00 p.m., 3:00 p.m., 4:00 p.m., 5:00 p.m., 6:00 p.m., 7:00 p.m., and 8:00 p.m.**

The Registrar of Voters shall hold office hours while the polls are open to correct any error in or change a name or address on the voting list; to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.

Dated at Kittery this 9<sup>th</sup> day of May 2016.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
MUNICIPAL OFFICERS

A true copy

ATTEST: \_\_\_\_\_  
TOWN CLERK

**OFFICER'S RETURN**

**YORK COUNTY, SS**

**STATE OF MAINE**

I certify that I have notified the voters of Kittery of the time and place for the School Budget Validation Referendum Election, by posting an attested copy of the within warrant at the KITTERY POST OFFICE, KITTERY POINT POST OFFICE, MUNICIPAL OFFICE, AND THE KITTERY SOLID WASTE FACILITY, within Kittery on \_\_\_\_\_, 2016, which is at least seven (7) days next prior to election day.

Dated at Kittery on \_\_\_\_\_, 2016.

---

James M. Soucy



OFFICIAL BALLOT  
BUDGET VALIDATION REFERENDUM  
KITTERY, MAINE  
JUNE 14, 2016

---

**Question #1: SCHOOL BUDGET VALIDATION REFERENDUM**

Do you favor approving the Town of Kittery School Budget for the upcoming school year that was adopted at the May 9, 2016 Town Council meeting?

☐ YES

☐ NO

**Question #2: CONTINUATION OF THE REFERENDUM PROCESS**

Do you wish to continue the budget validation referendum process in the Town of Kittery for an additional three years?

☐ YES

☐ NO

**Informational Note**

A "Yes" vote will require the Town of Kittery to continue to conduct a referendum to validate its annual school budget for the next three years.

A "No" vote will discontinue the budget validation referendum for at least three years and provide instead that the annual school budget shall be finally adopted at a meeting of the Town Council.



**TOWN OF KITTERY  
TOWN MEETING WARRANT  
JUNE 14, 2016**

To James M. Soucy, a Constable of the Town of Kittery, in the County of York, State of Maine.

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Kittery in said county and state, qualified by law to vote in town affairs:

To meet at the Municipal Complex Council Chambers in said Town on Monday, the 13<sup>th</sup> day of June 2016, at 7:00 p.m. to hold a public hearing on Articles 2 through 7.

To act on Article 1 to elect a moderator by written ballot and to act on Articles 2 through 7 by secret ballot at the Kittery Community Center Gymnasium in said town on Tuesday, the 14<sup>th</sup> day of June, 2016, at 8:00 a.m., as set out below, to wit:

The polls will be open from 8:00 a.m. until 8:00 p.m.

Absentee ballots will be processed centrally at 9:00 a.m., 10:00 a.m., 11:00 a.m., 12:00 p.m., 1:00 p.m., 2:00 p.m., 3:00 p.m., 4:00 p.m., 5:00 p.m., 6:00 p.m., 7:00 p.m. and 8:00 p.m.

Article 1. To elect a moderator to preside at said meeting and to vote by written ballot.

Article 2: Shall the town vote to authorize Town Council to transfer up to \$125,000 from unassigned funds (unencumbered surplus) and appropriate and expend up to \$125,000 when necessary into account #2022 Compensated Absences, to maintain a positive fund balance to pay for accrued vacation and /or sick leave to settle any unpaid benefits owed to retiring employees in FY'17?

Town Council Recommends - Vote: Yes 6 No 0

Explanation: The purpose of this article is to provide funds when and if necessary in FY'17, to pay for accrued benefits owed retiring employees. This article transfers funds from the town's unassigned funds (unencumbered surplus) when a municipal employee retires. The reserve account balance is currently \$3.27. The purpose of this article in FY'17 is to pay only claims during the year to meet the town's liability and to return the reserve fund to a positive balance.

Article 3: Shall the town vote to authorize Town Council to transfer an amount not to exceed \$25,000 from unassigned funds (unencumbered surplus) when necessary and appropriate and expend up to \$25,000 for the purpose of paying the town's cost on accepted insurance claims against the town?

Town Council Recommends - Vote: Yes 6 No 0

Explanation: The article requests exposing up to \$25,000 from the town's unassigned funds (unencumbered surplus) for use, when necessary, to pay the deductible and other associated costs on insurance claims instead of raising an amount from taxation within the town budget.

Article 4: Shall the town vote to authorize Town Council to transfer an amount not to exceed \$100,000 from unencumbered surplus when necessary and appropriate and expend up to \$100,000 for the purpose of providing the town's match to federal, state and non-profit grants?

Town Council Recommends - Vote: Yes 6 No 0

Explanation: The Town Council expects continued applications to be filed for grants in a variety of areas by different town departments to assist with the operations and capital purchases. These grants, if successful, often require a local match to be raised. The article requests that up to \$100,000 from the town's surplus be transferred by the Town Council for the local match share of grants when received and accepted by the Town Council.

Article 5: Shall the town vote to authorize Town Council to transfer from unassigned funds (unencumbered surplus) an amount not to exceed \$40,000, when necessary and appropriate, and expend said amount to cover shortfalls in the FY'17 town departments' fuel accounts due to the unpredictable fuel pricing markets?

Town Council Recommends - Vote: Yes 6 No 0

Explanation: The article is a result of the review of individual departments' vehicle and heating fuel accounts and the unstable fuel market pricing. This account would provide departments, who have exhausted their allocated fuel budgets, access to emergency fuel funds. The Town Council favored keeping the FY'17 fuel and utility accounts as low as possible, with the concept of this article exposing surplus funds as a safety net in case the market remains unstable.

Article 6: Shall the town vote to authorize Town Council to transfer an amount not to exceed \$40,000 from unassigned funds (unencumbered surplus) when necessary and appropriate and expend said amount for the purpose of providing the town's General Assistance Program as required by town, state and federal laws in FY'17?

Town Council Recommends - Vote: Yes 6 No 0

Explanation: The General Assistance Program is budgeted from the town's operational budget each year. The program assists town citizens with welfare type services by following very strict state and federal guidelines for income eligibility within the General Assistance Ordinance. This article proposes to create a method, as in past years, for the Town Council to keep the General Assistance budget at level funding. If the General Assistance costs exceed the budget, this article would allow the Council to transfer an amount up to \$40,000 from surplus to cover the overage.

Article 7: Shall the Town vote to authorize Town Council to transfer an amount not to exceed \$50,000 when necessary from the unassigned funds (unencumbered surplus) and to appropriate and expend said amount at the discretion of the Town Council to pay for emergency repairs and energy efficiency improvements to town-owned facilities that are not contemplated in the regular FY'17 operating budget?

Town Council Recommends - Vote: Yes 6 No 0

Explanation: Occasionally, repairs to town facilities are needed that have not been budgeted. In addition, energy efficiency projects are being identified to further save the town funds. This Article allows the Town Council the discretion to make emergency facility repairs and undertake energy efficiency projects through the use of up to \$50,000 from the Town's unassigned funds (unencumbered surplus).

The Registrar of Voters will hold office hours while the polls are open to correct any error in, or change a name or address on, the voting list; to accept the registration of any person who becomes 18 years of age on Election Day or after the close of registration prior to it; and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.

Dated at Kittery this 9<sup>th</sup> day of May 2016.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Municipal Officers

A true copy

ATTEST: \_\_\_\_\_  
Town Clerk

**RETURN ON THE WARRANT**

County of York

State of Maine

Pursuant to the within warrant to me directed, I have notified and warned the inhabitants of Kittery, qualified as herein expressed, to meet at said time and place, and for the purposes therein named, by posting an attested copy of said warrant at the Kittery Post Office, Kittery Point Post Office, Kittery Municipal Office and Kittery Resource Recovery Facility in said town, being public and conspicuous places in said town, on \_\_\_\_\_, 2016, being at least seven days before the meeting.

\_\_\_\_\_  
James M. Soucy

\_\_\_\_\_  
Date

**OFFICIAL BALLOT  
TOWN MEETING ELECTION  
KITTERY, MAINE  
JUNE 14, 2016**

---

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Explanation: The purpose of this article is to provide funds when and if necessary in FY'17, to pay for accrued benefits owed retiring employees. This article transfers funds from the town's unassigned funds (unencumbered surplus) when a municipal employee retires. The reserve account balance is currently \$3.27. The purpose of this article in FY'17 is to pay only claims during the year to meet the town's liability and to return the reserve fund to a positive balance.

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Town Council Recommends - Vote: Yes 6    No 0

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Explanation: The General Assistance Program is budgeted from the town's operational budget each year. The program assists town citizens with welfare type services by following very strict state and federal guidelines for income eligibility within the General Assistance Ordinance. This article proposes to create a method, as in past years, for the Town Council to keep the General Assistance budget at level funding. If the General Assistance costs exceed the budget, this article would allow the Council to transfer an amount up to \$40,000 from surplus to cover the overage.

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Town Council Recommends - Vote: Yes 6 No 0

Explanation: Occasionally, repairs to town facilities are needed that have not been budgeted. In addition, energy efficiency projects are being identified to further save the town funds. This Article allows the Town Council the discretion to make emergency facility repairs and undertake energy efficiency projects through the use of up to \$50,000 from the Town's unassigned funds (unencumbered surplus).

## **2016 TENTATIVE AGENDA ITEMS**

### **May 23, 2016**

- Disbursement warrants
- Education Scholarship Awards
- Victualer's License Renewals
- Amusement Device Renewals
- Police Supervisor's contract

### **June 13, 2016**

- Disbursement warrants
- Public Hearing – Council votes on the FY'17 Municipal Budget
- Public Hearing – Town Meeting

### **June 27, 2016**

- Disbursement warrants
- PNSY – MOU traffic Gate 2 ?

### **July 11, 2016**

- Disbursement warrants

### **July 25, 2016**

- Disbursement warrants

### **August 8, 2016**

- Disbursement warrants

### **August 22, 2016**

- Disbursement warrants



178 Whipple Road  
Kittery, Maine 03904  
April 29, 2016

RECEIVED  
MAY 02 2016

BY:.....

Mr. Gary Beers, Chairperson  
Kittery Town Council  
200 Rogers Road  
Kittery, Maine 03904

Dear Council Members,

We would like to take this opportunity to thank Chief David O'Brian and the entire fire departments of Kittery, Eliot, York and Portsmouth for their quick response to our 911 call on April 23, 2016 to our home, at 178 Whipple Road. Their efficiency in determining the source of the fire and containing it was excellent.

The expertise and kindness of all the departments, including the two EMTs was evident in everything they did.

We are truly fortunate to have such dedicated and professional group of people.

Thank you again,  
Bruce and Thomasine Dické

## REPORT TO THE KITTERY TOWN COUNCIL – WI AGREEMENT WORKING GROUP

**RESPONSIBLE INDIVIDUAL:** Beers

**Date:** May 04, 2016

**SPONSOR:** Beers

**SUBJECT:** Wood Island Concession Agreement Issues Working Group – Progress Update

### **BACKGROUND:**

- Previous RTC & working group charge, Mar 15, 2016
- Provided all documents of March 15 RTC to NPS Program Manager Elyse LaForest (Mar 16<sup>th</sup>) and arranged earliest opportunity meeting for her to travel to Kittery (Apr 26<sup>th</sup>)
- Met with Ms. LaForest and Town Manager Granfield – 04-26-16
  - Meeting keynotes (*encl 1*)
  - Detailed notes specific to Agreements provisions (*encl 2 & 3*)
  - LaForest response to notes review (*encl 4*)

### **FACTS BEARING ON THE EQUATION:**

- Wood Island Agreement Signed 10-18-13 (*Atch 1*)
- Maine – Kittery Preservation Covenant Agreement, signed (*Atch 2*)
- 1973 Quitclaim Deed – Retyped (*Atch 3*)
- Town Code Title 16 Excerpts (*Atch 4*)
- FLP Concession Agreement Guidance \_ 2-18-2016 (*Atch 5*)

**NOTE:** Attachments not included in this packet. Available on request.

### **CURRENT SITUATION:**

- Arranging working group meeting (public) with WILSSA & Town Manager
  - Date, time, Conference Room A (May be Tuesday, May 10<sup>th</sup>, morning)
  - Agenda (publish notice) to address:
    - Converting Concession agreement to NPS model format (new version 2-28-16)
      - Assure approved agreement intentions are clearly conveyed in keeping with model language (e.g. “substantial completion”, “certificate of occupancy”)
    - Sequential agreements vs overlap clarification
    - Address 10 clarifying issues in Repair Agreement and other comments
    - Demonstrate satisfactory compliance with LaForest issues
  - Minutes & next progress report as soon as possible thereafter
- Have progress report and details reviewed by Ms. LaForest
- Final report to be delivered in time for consideration by the Council at its first June regular meeting

**RECOMMENDATION:** None. For information only.

### **ENCLOSURES**

1. 4-26 Meeting - WI - Notes
2. Repair - Parsed Comments
3. Concession - Parsed Comments
4. EF - Response 050216

**WOOD ISLAND – WG REVIEW – 04/26/16 NOTES – EF/CG**

ALIGN AGREEMENTS WITH NPS PARK MODEL – EF WILL SEND NEW VERSION

**GB NOTES**

SPECIFICS TO STRUCTURES – PIER, FLOATS, - SCOPE OF WORK

QUANTITY – LODGING

WHAT WOULD THE GOVT PROVIDE FOR RECREATION VS COMMERCIAL ACTIVITY

“ANCILLARY” AMENITIES – HOT DOG STAND VS RESTAURANT SERVICE

PIER, ETC – SPECS – HOW USED

GRANT –S TIPULATIONS – WHAT STIPULATIONS FOR INSIDE & HOW USED

TERMINATION CLAUSE

FORCE MAJEURE CLAUSE

IN-KIND DONATIONS

USE OF TERMS FROM LOCAL ORDINANCE

OCT '13 & AUG '15 AGREEMENTS EVER PROVIDED?

**EF NOTES**

RESTORE EXTERIOR & INTERIOR AS NEEDED

WHAT NEXT IN THE INTERIOR?

WHAT OTHER STRUCTURES?

RESTROOMS?

PIERS?

FLOATS, ETC?

WHAT ELSE – SET LIMIT?

**SEE ALSO ENCLOSURES 2 & 3 WITH AGREEMENT SPECIFIC NOTES.**

	A	B
1		<b>WOOD ISLAND LIFE SAVING STATION REPAIR, MAINTENANCE, AND USE AGREEMENT</b>
2	EF-CG-GB	This is not a compromise agreement. This must be combined w/concession agreement as they are concurrent.
3		Request reconsideration of this. The process was/is intended to be three sequential components....Abatement; Repair/Renovation; Concession. The language needs to make it much clearer, because certain obligations found in Town Code Title 16, Land Use & Development, know to local folk, are not evident to the application. Further noted in the relevant passages, briefly here:
4		This Agreement: Section 3. Term <b>This AGREEMENT is effective immediately.</b> This AGREEMENT will expire <b>either at the end of the term of the concession agreement</b> or any extension thereof or <b>20 years after the date of the certificate of substantial completion of the exterior repairs</b> if no <b>certificate of occupancy has been secured by WILSSA for the PREMISES in that time</b> , whichever occurs later.
5		Definition of substantial completion & certificate of occupancy.
6		Concession Agreement - 4. TERM: This AGREEMENT <b>shall be effective from the date the certificate of occupancy is issued</b> for an initial term of twenty (20) years
7		This Agreement is intended only for WILSSA to conduct the renovations and permits no "use" of any kind. The "concurrent aspect" is a result of WILSSA accepting the obligation for the maintenance requirements of the State Covenant Agreement. It may be better to incorporate a provision for that in the Concession Agreement, rather than having them run together.
8		This REPAIR, MAINTENANCE and USE AGREEMENT, hereinafter referred to as "AGREEMENT" is made and entered into this 25th day of January, 2016 by and between the Town of Kittery, hereinafter referred to as the "TOWN", and the Wood Island Life Saving Station Association, a non-profit corporation based in Kittery Point, Maine, hereinafter called the "WILSSA", collectively called "PARTIES."
9		<b><u>WITNESSETH:</u></b>
10		<b>Whereas</b> , the TOWN owns certain land, a historic lifesaving STATION and appurtenances totaling 1.25 acres, obtained by the TOWN from the United States of America, known as Wood Island Life Saving Station, and deeded to the TOWN February 27, 1973, found in Book 1985, Page 201, of the York County Registry of Deeds hereinafter referred to as the "PREMISES". A copy of said quitclaim deed is attached and hereinafter referred to as Exhibit A; and
11		<b>Whereas</b> , the TOWN and WILSSA use the term STRUCTURES to mean hereinafter the STATION (main building), shed, marine railway, pier, floats, moorings, seawalls, and wreck pole; and
12	EF-CG-GB	Are these in existence or to be built?
13		Main building, shed, marine railway seawalls and wreckpole exist. Pier, floats, and moorings would be built. Any proposed construction must meet all the requirements of NRPA, MDEP, Port Authority, Code Enforcement office or prospectively the Planning board. ME Title 38 and Town Title 16....insert shoreland and nonconformance.



	A	B
14		<b>Whereas</b> , Condition No. 1 of said deed sets forth that “the property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application submitted by the Grantee on the 25th day of October, 1972 and amended the 27th day of November 1972, which program and plan may be further amended from time to time at the request of either the Grantor or Grantee with the written recommendation and advice of the other party, and such amendments shall be added to and become a part of the original application;” and
15		<b>Whereas</b> , such program of utilization referenced above includes a statement that “the island would be used by boaters in the Piscataqua River as a place to stop for cookouts, picnics, etc. In addition, depending on the condition of present buildings it would also be maintained as a point of interest or historic site;” and
16		<b>Whereas</b> , Condition No. 3 of said deed provides that “The property will not be sold, leased, assigned or otherwise dispose of except to another local Governmental agency...” “However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is provided in writing by the Secretary of the Interior or delegated representative”; and
17	EF-CG-GB	Deed statement is not correct.
18		<b>Whereas</b> , WILSSA desires to repair or construct the structures, maintain them and use them as a Maritime Museum for the enjoyment of the public; and
19		<b>Whereas</b> , the TOWN proposes to allow the WILSSA to repair or construct the structures, maintain them and use them as a Maritime Museum for the enjoyment of the public; and
20	EF-CG-GB	What are the structures? What is being built?
21		As noted in 3rd Whereas, above....this Agreement addresses only those structures. Add definition. The Concession agreement has no provision for any other construction.
22		<b>Whereas</b> , the TOWN acknowledges that only the TOWN can fund a hazardous materials abatement of the structures and premises; the TOWN has secured \$200,000 in federal Brownfields funding; the abatement of all hazardous materials eligible for federal funding will be undertaken by TOWN with the concurrence of WILSSA in terms of planning, timing, budgeting, phasing, approach and vendor selection; and, every effort will be made by the PARTIES to create and publically advertise a scope of work as soon as practical and begin work in the spring of 2016; and
23	EF-CG-GB	The Town needs WILSSA's permission?
24		An unusual consideration that WILSSA wanted some assurance that the Town would not renege or alter the project.
25		<b>Whereas</b> , the TOWN and WILSSA have finalized a concession agreement, as agreed by the National Park Service, that specifies the conditions under which the restored STRUCTURES will be operated for the use and enjoyment of the public by WILSSA; and
26	EF-CG-GB	"Agreed" should read "approved".
27		<b>Whereas</b> , TOWN and the Maine State Historic Preservation Office have executed a 20 year Preservation Agreement as required by the \$200,000 National Maritime Heritage grant which has been approved by National Park Service that specifies the conditions under which the restored exterior of the STATION will be maintained; and



	A	B
28		<b>Whereas</b> , the legislature of the State of Maine has passed into law an appropriation for \$200,000 in funding to match the National Maritime Heritage grant and to be used for the exterior repairs of the building as soon as the hazardous materials abatement has been completed; and
29		<b>Whereas</b> , WILSSA desires to seek additional private, foundation, corporate, state and federal funding or assistance to satisfy the financing of the repairs, construction, maintenance and operation of the STRUCTURES and the TOWN agrees to promptly review, make comments to, and support applications for funding or assistance by WILSSA, or apply for such funds or assistance itself on behalf of WILSSA (such as an application for an innovative readiness training exercise from the Maine National Guard), with the expressed condition that TOWN will not pay for any funding with the exception of the hazardous materials abatement funding; and
30	EF-CG-GB	Kittery will support anything? Is the Guard activity recreation?
31		"Support" should be quantified. Statement not intended to convey automatic approval by the Town. Guard "exercise" is a one-time short-term project to rebuild the seawalls and does not need to be included in the Agreement. Town needs to assure funding permits no encumbrances on the property (i.e. "premises").
32		<b>Whereas</b> , the TOWN agrees to allow WILSSA to create a protocol for recognizing donors and volunteers to this project; and
33		<b>Whereas</b> , WILSSA and the TOWN agree that a nomination for National Register of Historic Places is appropriate and fitting for the historic STATION that is eligible for such listing and the TOWN agrees not to object to such a nomination and to support it; and
34		<b>Whereas</b> , Nothing in this agreement may restrict the public's access to Wood Island itself for recreational purposes year round, with the exception of areas inside designated construction sites or the maritime museum.
35	EF-CG-GB	What about the structures which have been improved with public money?
36		Statement is intended to convey that the only restriction to 24/7/365 public access would be to the finished museum interior and any "taped off" construction area (for safety reasons).
37		<b>NOW, THEREFORE</b> , for the reasons set forth above, and in consideration of the mutual covenants and agreements as hereinafter set forth, WILSSA agrees to undertake the repair, construction and maintenance of the STRUCTURES and the TOWN agrees to allow WILSSA to repair or construct and maintain the STRUCTURES subject to all the terms and conditions of this AGREEMENT.
38		<b>1. Exclusive Authority to Repair and Construct Structures</b>
39		The TOWN does hereby allow WILSSA to repair or construct the STRUCTURES. The TOWN agrees not to award contracts or work to any other individual or entity, including itself, during the term of this AGREEMENT regarding the STRUCTURES, including, but not limited to, their repair, maintenance or use and the design, scheduling and execution of same without the written approval of WILSSA.
40		<b>2. Improvements to Inure to the TOWN</b>
41		Improvements to the STRUCTURES as undertaken, worked on and completed by WILSSA become the sole property of the TOWN.
42	EF-CG-GB	What are the improvements? "design"?

	A	B
43		Improvements are "a permanent addition to or betterment of real property that enhances its capital value and that involves the expenditure of labor or money and is designed to make the property more useful or valuable as distinguished from ordinary repairs." which includes all of the repair and construction work. WILSSA wanted to assure that the Town could not arbitrarily for the work outside the scope of this agreement.

	A	B
44		<b>3. Term</b>
45		This AGREEMENT is effective immediately. This AGREEMENT will expire either at the end of the term of the concession agreement or any extension thereof or 20 years after the date of the certificate of substantial completion of the exterior repairs if no certificate of occupancy has been secured by WILSSA for the PREMISES in that time, whichever occurs later.
46	EF-CG-GB	What does this say?
47		Explanation above
48		<b>4. Payments, Fees and Royalties</b>
49		There will be no fee or tax paid by WILSSA to the TOWN or any other party for this AGREEMENT or for any matters covered by this AGREEMENT. In addition, the TOWN will impose no other costs of any kind upon WILSSA or the PREMISES during the term of this AGREEMENT including, but not limited to, real estate property taxes or special assessments.
50		No funds raised by WILSSA will become the property of the TOWN except in accordance with Article 17 or 18 of this Agreement. WILSSA may create and retain any royalties or payments for the use of images and descriptions of the STATION or its activities related to repairing, maintaining or operating the STATION.
51	EF-CG-GB	Who would this be - how does it apply?
52		Principally, the Kittery Port Authority which is a quasi-municipal entity separate from the Town which has some regulatory authority over the harbor to high water line and its own fee schedule. Fees are set by the Authority, but accrue to the Town and the Town funds the Authority. The Town has waived planning and permitting fees for this effort and this section makes it applicable to Authority review, as well.
53		<b>5. WILSSA's and TOWN'S Records and Documents / Annual Report of Activities</b>
54		With respect to all matters covered by this AGREEMENT, WILSSA'S records and documents are subject at reasonable times to inspection, review or audit by the TOWN. With respect to all matters covered by this AGREEMENT, the TOWN'S records and documents are subject at reasonable times to inspection, review or audit by WILSSA. WILSSA must provide to the TOWN a regular report of activities on an annual basis due no later than the execution date of this AGREEMENT. This report must include milestones reached, approximate contract and volunteer hours expended, funds raised, funds expended, and forward looking estimates of the tasks ahead. TOWN may use this report as it wishes, including using it in whole or in part to satisfy any reporting requirements regarding Wood Island with the National Park Service.
55	EF-CG-GB	WILSSA is going to audit the Town? What date? Shouldn't this be a progress report - time for construction?
56		Town documents are public and accessible to anyone under the Federal FOIA and Maine's Freedom of Access Act. Agreement was executed on Jan 26, 2016. Agreement could last 20-years so an annual report seemed appropriate.

	A	B
57		<b>6. Licenses and Permits</b>
58		All necessary licenses and/or permits to undertake repairs to or construction of the STRUCTURES must be obtained by WILSSA from the appropriate TOWN, State, and Federal offices. Any licenses, leases (such as a submerged lands lease with the State of Maine <b>for the pier</b> ) or permits that require the owner of the property, rather than WILSSA, to be the applicant or signatory will be prepared by WILSSA in consultation with the TOWN and approved by the TOWN promptly. All fees for TOWN licenses, leases and/or permits and inspections will be waived for work authorized by this AGREEMENT. Consent for the issuance of any TOWN permits or permissions must not be unreasonably withheld.
59	EF-CG-GB	Underlined - no observation
60		??
61		<b>7. Financial Security Package</b>
62		Before undertaking any repairs or other improvements to the STRUCTURES as permitted under the terms of this AGREEMENT and to insure the satisfactory performance and completion of such repairs and improvements, WILSSA must establish an Irrevocable Letter Of Credit (LOC) with a Maine licensed bank or other comparable security or contract such as a federal grant agreement or a state appropriation with a relevant oversight agency in an amount of not less than the projected total costs of the proposed repairs and improvements as reflected in the building permit(s). The specific amount, financial institution, form and terms of the LOC or other comparable security or contract to fund the portion of the project to be completed must be approved by the Kittery Town Manager for only the purpose of assuring the financial security package meets the intent of this requirement. The Kittery Town Manager will consider in-kind contributions as a part of the financial security package.
63	EF-CG-GB	I don't think grants can be assigned. In-kind is not money.
64		Need to get a legal opinion and address accordingly on grants/appropriations. The manager is to consider, but is under no obligation to accept "In-Kind contributions".
65		<b>8. Repair</b>
66		WILSSA will select, arrange, design, schedule and supervise any and all aspects of the restoration of the STRUCTURES including all construction and finish work. TOWN will secure WILSSA's concurrence in terms of planning, timing, phasing, design, budgeting, approach, and vendor selection regarding the hazardous materials abatement.
67	EF-CG-GB	The Town will get WILSSA's concurrence?
68		Again, WILSSA wanted involvement to a degree to assure the Town did its part as shown in the HazWaste abatement effort.
69		<b>9. Inspection of Structures</b>
70		The National Park Service, and the State Historic Preservation Officer and their duly authorized representatives have the right to enter into and upon the STATION at a reasonable hour for the purpose of inspection of the STRUCTURES covered by this AGREEMENT upon reasonable advance notice to WILSSA. The TOWN's Code Enforcement Officer and the TOWN's public safety personnel including Fire and Police, have the right to enter into the structures at any time to perform inspections or undertake any activities within their respective functions and jurisdictions.
71	EF-CG-GB	Use NPS clause.
72		The Town Attorney added the CEO/Public safety, but Maine law and local ordinance give Town officials a right to inspect whether included here, or not.

	A	B
73		<b>10. Other Terms and Conditions</b>
74		<b>A. Indemnity and Limitation of Liability</b>
75		1) WILSSA hereby agrees to indemnify, defend and hold harmless the TOWN and its respective officers, officials, agents, employees, members of boards and committees, with respect to the equipment, work and materials that WILSSA or its subcontractors, employees, agents or representatives have agreed to perform and supply under this AGREEMENT from and against all expenses, losses and claims, demands, payments, suits, actions, liabilities, recoveries, and judgments of any nature and description, other than as a result of the sole negligence of the TOWN, including reasonable attorney's fees, resulting from claims arising out of or related to any act or omission of WILSSA, its agents, employees, contractors, representatives for service or materials provided, in the work and materials that WILSSA has agreed to perform and supply under this AGREEMENT, or by reason of any suit or claim for royalties, license fees, or infringement of copyright or patent rights arising, or alleged to have risen, from WILSSA'S performance under this AGREEMENT. This obligation to indemnify, defend and hold harmless does not waive any defense, immunity or limitation of liability which may be available to the TOWN, its officers, agents, or employees under the Maine Tort Claims Act pursuant to 14 M.R.S. §8101 et. seq.
76		2) In the event of the commencement of any action against the TOWN, or its respective officers, officials, agents, employees, or members of boards and committees which is within the scope of this indemnification, the TOWN will give notice thereof to WILSSA within fifteen business days after the TOWN is formally noticed in any such action, and, after consultation with the TOWN, WILSSA will have the right to select and furnish counsel for the defense of any such action, at no cost or expense to the TOWN.
77		3) The TOWN'S failure to give timely notice to WILSSA of the commencement of any such action does not relieve WILSSA of its obligations under this section unless such failure to give timely notice causes actual prejudice to WILSSA'S ability to defend any such claim. Except for settlements involving only the payment of money, no settlement which creates an obligation for the TOWN of any such action, or any claim therein, may be made by WILSSA or by counsel selected by WILSSA without the approval of the TOWN, which approval may not be unreasonably withheld.
78		4) The extent of WILSSA's indemnification and hold harmless is not limited by the requirements for liability insurance under this AGREEMENT.
79		<b>B. Force Majeure</b>
80		WILSSA is not liable for any loss or damage due to failure or delay in performance under this AGREEMENT resulting from any unusual or unavoidable cause beyond WILSSA's reasonable control such as, but not limited to: acts of God; acts or omissions of civil or military authority; fires; floods; epidemics; quarantine restrictions; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; sabotage; unusual delay in transportation.
81	EF-CG-GB	Needs a lawyer.
82		Was so reviewed and is a "boiler plate" clause in Town contracts/agreements.



	A	B
83		<b>11. Insurance</b>
84		<b>A. Coverage and Limits</b>
85		Once construction begins on the structures and thereafter, WILSSA shall at its sole expense maintain insurance per the specifications and minimum limits set forth herein.
86		1) Commercial General Liability on an occurrence, as opposed to claims made, basis with general aggregate limit applicable per project and per location.
87		Each occurrence limit: \$1,000,000
88		General aggregate limit: \$2,000,000
89		Products/Completed operations aggregate limit: \$2,000,000
90		An additional insured provision is to apply to the TOWN and its respective officers, officials, agents, and employees on a primary, non-contributory basis.
91		2) Automobile liability for owned, hired, and non-owned autos with combined single limit each accident of \$1,000,000. An additional insured, or designated insured, provision is to apply to the TOWN and its respective officers, officials, agents, and employees.
92		3) If there are any employees, workers' compensation insurance to comply with the requirements of Maine statute, plus employers' liability for:
93		Each Accident: \$1,000,000
94		Each Employee (disease): \$1,000,000
95		Policy Limit (disease): \$500,000
96		4) If required by Federal Statute, coverage to comply with the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950) and/or Merchant Marine Act, 1920 (46 USC Section 688) commonly referenced as the "Jones Act".
97		5) All policies required by this AGREEMENT are to be provided by a company, or companies, admitted to conduct business in the State of Maine. All policies shall be so written that the Kittery Town Manager will be notified of cancellation at least ten (10) days prior to the effective date of such cancellation. A certificate of insurance from WILSSA's insurance carrier showing at least the coverage and limits of liability specified above and the inception and expiration dates shall be filed with the Town Manager at least seven (7) calendar days before operations are begun.
98		6) WILSSA agrees to require that any written Agreements between WILSSA and any of its service or material provider(s) will require the same provisions, coverages, and limits as in this Article 11. WILSSA shall obtain an endorsement to its Commercial General Liability policy to cover WILSSA'S obligations under this Article.
99		7) The TOWN will use its best effort to include WILSSA as an insured party in any agreement with the Abatement Contractor.
100	EF-CG-GB	Seems low...what does the Town use in other agreements. #7, if the Town is contracting why insure WILSSA?
101		This is the standard "boiler plate" clause in Town contracts/agreements. No idea why WILSSA included. Probably they put in and no one on Town side thought to question.
102		<b>12. Amendment to AGREEMENT</b>
103		This AGREEMENT contains all the terms and conditions between the parties, and no alteration, amendment, or addition to this agreement is valid unless in writing and signed by the WILSSA and a majority vote of the full TOWN COUNCIL.
104	EF-CG-GB	And Dept of Interior.
105		I think this came about at WILSSA's behest to avoid an arbitrary action which could take place with only four Councilors present. Also, since this is the Repair Agreement, there may have been a belief that NPS review was not required.

	A	B
106		<b>13. Governing Law</b>
107		This AGREEMENT is governed and interpreted by Maine law.
108	EF-CG-GB	No
109		Another standard Town/Maine clause for contracts/agreements. Should it include something else?
110		<b>14. Liens</b>
111		WILSSA shall keep the facilities free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by WILSSA during the term of this AGREEMENT or any extension or renewal thereof.
112	EF-CG-GB	Should read "premises" vs "facilities".
113		Good catch.
114		<b>15. Waiver</b>
115		No waiver by either party at any time, expressed or implied, of any breach of any provision of this AGREEMENT may be deemed a waiver of breach of any other provision of this AGREEMENT or a consent to any subsequent breach of the same or any other provision.
116	EF-CG-GB	Use NPS clause.
117		More boiler plate. Will review NPS model (you're sending us the new one?)
118		<b>16. Dispute Resolution</b>
119		Any dispute between the parties arising out of or relating to this AGREEMENT must be resolved in accordance with this Article. Any party may give written notice of a dispute arising out of or related to this Agreement to the other party in person or by certified mail, return receipt requested. The parties must attempt to resolve the matter through informal communication or negotiation for a period of thirty (30) days from the date of receipt of notice by the last party to receive notice. If the dispute has not been resolved within thirty (30) days, either party may serve written notice on the other party of a request for mediation. If the parties mutually agree to mediation, the mediation must be conducted in Maine by a mediator mutually agreeable to the parties, must not exceed one full day or two half days in length, and must be completed within forty five (45) days from the date of receipt of notice of a request for mediation by the last party to receive notice. In the event that the parties are unable to agree on a mediator within thirty (30) days, or to resolve the dispute through mediation within 45 days, the dispute may be submitted to arbitration with the written concurrence of both PARTIES in accordance with the procedures of the Maine Uniform Arbitration Act, 14 M.R.S. §5927 et seq. Nothing in this provision precludes either party from seeking all available legal or equitable remedies following mediation if it is held and arbitration is not agreed to by both PARTIES.

	A	B
120		<b>17. Termination by TOWN/ WILSSA for Cause</b>
121		<b>A. TOWN may terminate this AGREEMENT if WILSSA:</b>
122		1) Fails to provide timely reports of activities to the TOWN as required by this AGREEMENT.
123		2) Is in substantial breach of this AGREEMENT.
124		3) This AGREEMENT may also be terminated by the TOWN in the event that WILSSA ceases to be an active, nonprofit corporation registered to do business under the laws of the State of Maine.
125		When any of the above conditions exist, the TOWN may, without prejudice to any other rights or remedies of the TOWN and after giving WILSSA thirty (30) days written notice to remedy above condition and the condition has not been remedied within 30 days of such notice, terminate this AGREEMENT and may:
126	EF-CG-GB	Not sure
127		More boiler plate...counsel accepted,
128		4) Take possession of all improvements made by WILSSA;
129		5) Maintain the work by whatever reasonable method TOWN may deem expedient using funds available through an Irrevocable Letter Of Credit or other comparable security as referred to in Article 7; or
130		<b>B. WILSSA may terminate this AGREEMENT if the TOWN:</b>
131		1) Is in substantial breach of this AGREEMENT.
132		When any of the above conditions exist, WILSSA may, without prejudice to any other remedies or WILSSA and after giving the TOWN thirty (30) days written notice to remedy the above condition and the condition has not been remedied within 30 days of such notice, terminate the AGREEMENT without penalty and may revoke the Letter of Credit or Other Comparable Security.
133	EF-CG-GB	This is not NPS Termination
134		Again, will revisit with the new model
135		<b>18. Voluntary Termination</b>
136		If there is significant damage to the STRUCTURES from fire (including arson), flood, lightning, wind, wave or any act of God beyond the WILSSA'S control during the course of this AGREEMENT, WILSSA will estimate the cost of the damage. If those costs exceeded 75% of the cost of replacement of any one of the STRUCTURES so damaged or portion thereof that WILSSA is unable or unwilling to repair at their own expense, WILSSA reserves the right to terminate this contract without penalty.
137		If, in the event of damage to the structures as described above, the TOWN will inquire of WILSSA if WILSSA intends to exercise its right of voluntary termination. WILSSA will answer such an inquiry from the TOWN, when notified, within sixty 60 days and if planning to repair the damage at its own expense will provide a plan of work with timetable to complete the repairs. The TOWN will accept the plan of work and timetable under the same terms and conditions as are in this AGREEMENT.
138		If WILSSA chooses voluntarily to terminate this AGREEMENT for the reasons stated, any funds available in the Letter of Credit or other comparable security must be released to the TOWN to be used to help remedy the damage and maintain the property. Any funds remaining from the Letter of Credit or other comparable security after a remedy of the damages and maintenance of the property must be returned to WILSSA.
139	EF-CG-GB	"Plan" ....what happens then?
140		Plan addressed by the Town and Agreement (amended or new) would be created. LOC "funds" clause includes in-kind contributions.

	A	B
141		<b>19. Maintenance of Structures:</b>
142		At the completion of the repairs of the exterior of the STATION and continuing throughout the duration of this AGREEMENT, WILSSA must, at its own expense and at no cost or expense to the TOWN, maintain the STRUCTURES in a safe and orderly manner.
143		A 20-year Agreement describing maintenance and related conditions for the exterior of the STATION (Exhibit B, "Preservation Agreement") has been approved by the designee of the National Park Service and entered into by the TOWN as Grantor and the State of Maine as Grantee. That Agreement allows for TOWN to seek other parties to pay for the maintenance costs of the Agreement. WILSSA shall maintain the property in accordance with that Agreement on behalf of TOWN.
144		<b>20. Acknowledgement: Deed Terms and Conditions</b>
145		This AGREEMENT and the obligations of the parties hereto are subject to the terms and conditions set forth in the deed from the United States of America to the TOWN, dated February 27, 1973, and recorded in the York County Registry of Deeds at Book 1985 Page # 201, and the current Program of Utilization referenced in this AGREEMENT.
146	EF-CG-GB	Add NPS -Reversion
147		Need more detail on this
148		<b>21. Assignment</b>
149		WILSSA may not assign or otherwise transfer in any other way to any party or individual its rights, duties or obligations under this AGREEMENT, either in whole or in part without the prior written consent of the majority vote of the full Town Council unless specified in the CONCESSION AGREEMENT.
150	EF-CG-GB	No.
151		This is seen as different than the Concession Agreement "Assignment & Subletting" clause which is found there. Need more explanation.
152		<b>22. Notice</b>
153		Any notice required or permitted to be given by either party hereto to the other is deemed to have been duly given when delivered personally or otherwise actually received after mailing by certified mail, return receipt requested, or by reputable overnight courier or by facsimile (with confirmation of receipt), addressed as follows:
154		To TOWN: To WILSSA:
155		TOWN MANAGER WOOD ISLAND LIFE SAVING STATION ASSOC
156		200 ROGERS ROAD P.O. BOX 11
157		KITTERY, ME 03904 KITTERY POINT, ME 03905
158		Other addresses may be established as the parties hereto may designate by written notice to the other party and delivered in accordance with the provisions of this article.
159	EF-CG-GB	SHPO?
160		Will check
161		<b>24. Rescission and Supersession</b>
162		The Agreement between TOWN and WILSSA, dated October 18 <sup>th</sup> , 2013, and all amendments thereto are superseded and rescinded as from the effective date of this AGREEMENT.
163		Didn't ask if NPS had ever seen this. Copy provided.

	A	B
164		<b>25. Severability of Provisions</b>
165		If any provision or any portion thereof contained in this AGREEMENT is held unconstitutional, invalid or unenforceable by a court of jurisdiction, the remainder of this AGREEMENT shall be deemed severable, shall not be affected, and shall remain in full force and effect.
166		<b>IN WITNESS WHEREOF</b> , the TOWN has authorized its Town Manager representing the TOWN to sign this AGREEMENT and WILSSA has approved the AGREEMENT and signed as of the date first noted above.
167		<b>TOWN, by:</b>
168		<i>[Name] [Title] [Address] [TOWN, State, Zip Code]</i>
169		<b>WITNESS:</b>
170		<b>WILSSA, by:</b>
171		<i>[Name] [Title] [Address] [TOWN, State, Zip Code]</i>
172		<b>WITNESS:</b>
173		<b>EXHIBIT A. Quitclaim Deed</b>
174		<b>EXHIBIT B. Preservation Agreement</b>



	A	B
1		<b>CONCESSION AGREEMENT</b>
2		<b>Between</b>
3		<b>TOWN OF KITTERY, MAINE</b>
4		<b>and</b>
5		<b>WOOD ISLAND LIFE SAVING STATION ASSOCIATION</b>
6	EF-CG-GB	REALIGN KTC-WILSSA 01-25-16 APPROVED AGREEMENT WITH SECTION NUMBERING PARALLEL TO THE NPS MODEL. INCLUDE NPS SECTION 22, SIGNAGE WITH REFERENCE TO TOWN CODE TITLE 16. REPEAT THE PASSAGES FOR SECTIONS 7 & 24 FROM REPAIR AGREEMENT IN THIS AGREEMENT. RELOCATE 01-25-16 LANGUAGE TO THE NPS MODEL APPLICABLE SECTIONS, WHERE APPROPRIATE.
7	EF-CG-GB	NPS concern is "What does the Town desire at Wood Island? My personal answer was: Resolve the hazwaste issue and avoid the half-million cost of demolition or \$900K restoration as stated in the 2009 Feasibility study at no cost to the taxpayer while meeting the Utilization program obligations of the 1973 transfer deed. One organization has come forward and if we can reasonably accord them an opportunity to succeed in that regard, we are golden. If they fail, we are no worse off and no less compliant than today. in all respects, however, compliance with Federal program requirements is obligatory. I further expressed an opinion that it is obvious that the majority of folks in town would like to see its preservation, in a perhaps ambiguous and not intimately informed way. I also said that in my view there is a small group of people adamantly opposed to WILSSA, but not necessarily the preservation.
8	1-25-16	This Concession Agreement is made this 25th day of January, 2016 by and between the TOWN OF KITTERY, a municipal corporation of the State of Maine, with its office at Town Hall, 200 Rogers Road, Kittery ME, 03904, hereinafter referred to as the "TOWN", and the Wood Island Life Saving Station Association, a non-profit corporation with a mailing address at PO Box 11, Kittery Point, ME, 03905 hereinafter referred to as "WILSSA", collectively as the "PARTIES".
9		<b>RECITALS</b>
10	1-25-16	<b>Whereas</b> , the TOWN owns certain land totaling 1.25 acres, historic lifesaving STATION and appurtenances, obtained by the TOWN from the United States of America (hereinafter referred to as the "USA"), known as Wood Island Life Saving Station, hereinafter referred to as the "PREMISES", which was deeded to the TOWN on February 27, 1973, found in Book 1985 Page 201 of the York Registry of Deeds. A copy of the quitclaim deed is attached (Exhibit A, "Quitclaim Deed"); and
11		<b>Whereas</b> , the TOWN and WILSSA use the term STRUCTURES to mean hereinafter the STATION (main building), shed, marine railway, pier, floats, moorings, seawalls, and wreck pole; and
12	EF-CG-GB:	Are these in existence or to be built?
13		Main building, shed, marine railway seawalls and wreckpole exist. Pier, floats, and moorings would be built. Any
14	1-25-16	<b>Whereas</b> , Condition No. 1 of said deed sets forth that "the property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application submitted by the Grantee on the 25th day of October, 1972 and amended the 27th day of November 1972, which program and plan may be further amended from time to time at the request of either the Grantor or Grantee with the written recommendation and advice of the other party, and such amendments shall be added to and become a part of the original application;" and
15		<b>Whereas</b> , such program of utilization referenced above includes a statement that "the island would be used by boaters in the Piscataqua River as a place to stop for cookouts, picnics, etc. In addition, depending on the condition of present buildings it would also be maintained as a point of interest or historic site;" and
16	1-25-16	<b>Whereas</b> , Condition No. 3 of said deed provides that "The property will not be sold, leased, assigned or otherwise dispose of except to another local Governmental agency..." "However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is provided in writing by the Secretary of the Interior or delegated representative"; and
17	EF-CG-GB:	Correct according to the Quitclaim deed.

	A	B
18	1-25-16	<b>Whereas</b> , the Secretary of the Interior must provide written concurrence to this CONCESSION AGREEMENT; and
19	EF-CG-GB	Whereas...NPS...put in clause. KTC-WILSSA use of "must" implies a circumstance where those parties may obligate the Secretary which is outside both our authorities. Not intended to convey such, semantics needs to correct.
20	1-25-16	<b>Whereas</b> , the PARTIES have entered into an agreement (Exhibit B, "Compromise agreement", dated January 19, 2016) for WILSSA to repair the STRUCTURES, maintain them and use them for the enjoyment of the public as a Maritime Museum; and
21	EF-CG-GB	What are the structures? What is being built?
22	REPAIR	As noted in 3rd Whereas, above....this Agreement addresses only those structures. Add definition. The Concession agreement has no provision for any other construction.
23	EF-CG-GB	The Town needs WILSSA's permission?
24	REPAIR	An unusual consideration that WILSSA wanted some assurance that the Town would not renege or alter the project.
25	1-25-16	<b>Whereas</b> , the PARTIES desire to specify the conditions under which the PREMISES will be used for the enjoyment of the public as a park and Maritime Museum, and to allow WILSSA to raise funds for the expenses of the maintenance, repair, construction of the STRUCTURES and the costs of operating the Maritime Museum and other costs; and
26	1-25-16	<b>Whereas</b> , the primary purposes of the Maritime Museum established by WILSSA are the preservation of historical artifacts; the presentation of historical information; and, the offering of demonstrations and interactive exhibits of the maritime heritage of the Wood Island Life Saving Station; and
27	EF-CG-GB	...to the public; and"
28	1-25-16	<b>Whereas</b> , the TOWN is satisfied that provision of additional services and facilities at the Wood Island Life Savings Station by WILSSA is in the TOWN's and the public's best interest.
29	EF-CG-GB:	The difference in the terms "must be consistent with the TOWN's best interest." and " is in the TOWN's and the public's
30	1-25-16	<b>NOW, THEREFORE</b> , for the reasons set forth above, and in consideration of the mutual promises, covenants, and agreements, as hereinafter set forth, the TOWN agrees to allow WILSSA to establish, maintain and operate a Maritime Museum located on the Town's property at Wood Island in Kittery, Maine.
31	EF-CG-GB	Insert: "Such Maritime Museum shall be open to the public as stipulated below." The terms "of this agreement" and "and agreements" being different, are their any particular implications?
32	NPS §	1. (M) Location:
33	1-25-16	1. Location:
34		The TOWN does hereby allow WILSSA the use of the Wood Island Life Saving Station and STRUCTURES which are part of the PREMISES described in Exhibit A. The surrounding PREMISES of Wood Island, totally 1.25 acres, may also be used by WILSSA for the purposes stated herein but must remain open for public recreational use at all times as described in Section 3. Use of the property is subject to the terms and conditions contained in the deed, attached as Exhibit A.
35	EF-CG-GB	Purpose not clearly stated. WILSSA must provide a public recreational use.
36	NPS §	2. (M) Use of Premise:
37	NPS §	9. (MA) Licenses and Permits:
38	1-25-16	2. Use of Premises:
39		The PARTIES agree that the PREMISES must be used as a Maritime Museum with access to the public and for public recreational purposes. All uses undertaken by WILSSA pursuant to this agreement must comply with local land use ordinances, as well all local, state, and federal permits and regulations. TOWN acknowledges that this CONCESSION AGREEMENT is exclusive to WILSSA and may not contract with any other individual or entity, including the Town, during the term of this AGREEMENT. This provision does not preclude WILSSA from contracting with professional service providers, or other vendors, to assist in operating the station such as charter boat operators to transport visitors to and from Wood Island.
40	EF-CG-GB	"...must be used solely as a Maritime Museum" "...and regulations; and, the deed of conveyance." "... and the Town may not contract..."
41		Question definition of premises. How will the rest of the island be used...what is envisioned? Opening obligation/period issue. Who may not contract? Need clarity on "professional service providers"
42	1-25-16	The premises may be used only for the following purposes, programs and activities:
43	EF-CG-GB	Uses "premises" meaning everything there, but refers only to museum operation in the main building (STATION).

	A	B
44	1-25-16	a. A museum will occupy the first floor, the observation tower and portions of the property, depicting the history of Wood Island, specifically the roles of the US Life Saving Service from 1908 to 1915; the US Coast Guard from 1916 to 1941 and 1945 to 1948; and, the US Navy from 1941 to 1945.
45		b. Demonstrations of life saving operations, displays of life saving equipment and implements and demonstrations of their use, methods and types of life saving and lifesaving architecture nationwide and interior furnishings that replicate what life was like in the STATION for the men that served there.
46	1-25-16	c. Fund raising and income creating activities and programs for the benefit of the Museum. Fees charged for admission to the Museum will be reasonably nondiscriminatory and comparable to fees charged at similar facilities in the area. The Museum may be open seasonally to the public for such periods (months, days and hours) as determined in the sole discretion of WILSSA, but is intended to be open from June 1st through August 31th of any year covered by this agreement.
47	EF-CG-GB	Too permissive. WILSSA is held to stringent obligations and costs in the Repair and Concession Agreements and the Town should not attempt to mandate when they may or may not be open. As long as WILSSA maintains its obligations, especially public use of the property, when they open the Museum should be of no interest to the Town. The concern is the clear distinction between "may operate" and "must operate". NPS does not accept that the Agreements reflect "stringent obligations". I still hold the question of operation should be a Town policy consideration, but inherent in that is the premise that if it is not operating, no other fee-related activities are taking place. Whatever the Town's interests and position on the issue needs to be clarified.
48	1-25-16	d. Office and lodging space to support the Museum may be provided on the second floor with limited public access. The tower is intended to be accessible to the public as much as is safe and practical. The basement is to be used for mechanical and service functions and may have no public access. The shed is expected to offer a handicapped accessible bathroom and storage space for a generator.
49	EF-CG-GB	Lodging not permitted. Not intended to allow a B&B to support the museum. Docent overnight quarters explained.
50	1-25-16	e. All other programs, activities and events related to or in furtherance of the purposes of the Museum.
51	EF-CG-GB	Too broad. Question definition of premises. How will the rest of the island be used...what is envisioned? Opening obligation/period issue. Who may not contract?
52	NPS §	2. (M) [Describe how the general public will be allowed to use the property for park and recreational use such as when the concession is not in operation and/or during off season.]
53		
54	1-25-16	<b>3. Free Public Access for Recreation:</b>
55		Nothing in this AGREEMENT may restrict the public's access to Wood Island itself for recreational purposes year round, even when the Museum is not in operation and/or during off season with the exception of areas inside designated construction sites or the Museum. No fee will be charged for public recreational use of the PREMISES except as described in Section 21.
56	EF-CG-GB	RELOCATE TO SECTION 2. SEE ALSO SECTION 10c.
57	Passage	4. (M) Term:
58	1-25-16	<b>4. Term:</b>
59		This AGREEMENT shall be effective from the date the certificate of occupancy is issued for an initial term of twenty (20) years.
60	EF-CG-GB	Five Years. Too long. Issue with the Maine - Town agreement - 44 years - nothing done. Also Repair Item #4
61		Explained the interrelationship of State-Town October '13? Agreement; WILSSA commitment to cover the 20 years; and their interest in an equivalent concession period.
62		WILSSA is obligated in the Repair Agreement to maintain the premises for 20 years, completely mitigating the Town's obligation under the Preservation Covenant with the State. To require a concurrent permission for the Concession operation of only five years amounts to involuntary servitude. A "building permit" is not a certificate of occupancy. See Attachment 4, Excerpts. Various State & Federal law, regulations apply.
63		<b>Town Code Title 16 (Building): 16.5.2.4 Permit Period.</b> <i>A permit expires if the Code Enforcement Officer determines no substantial work has been commenced within six (6) months from date of issue. A permit expires if work is not substantially complete within two (2) years from date of issue. Expired permits may be renewed upon written request and justifiable cause demonstrated to the Code Enforcement Officer's satisfaction. Written request for renewal must be made prior to the permit expiration.</i>
64		<b>Town Code Title 16 (Occupancy): 16.5.4.1 Certificate Requirement.</b> <i>It is unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a certificate of occupancy has been issued by the Code Enforcement Officer, and endorsed to the effect that the proposed use of the building</i>

	A	B
65	NPS §	5. (OA) Renewal:
66	1-25-16	<b>5. Renewal</b>
		WILSSA has the exclusive option of extending this agreement for 1 additional twenty (20) year period.
67		WILSSA shall mail notice to the Town of its intent to exercise its option to renew the agreement ninety (90) days prior to expiration.
68	EF-CG-GB	Five years is a better term. WILSSA "exclusive option" is not a Town option to grant.
69	NPS §	6. (M) Concession Payments:
70	1-25-16	<b>6. Rent and Fees:</b>
		WILSSA shall pay no rent for the use of the STATION or STRUCTURES. In addition, no other costs or fees or taxes of any kind may be levied upon WILSSA for its use of the PREMISES including, but not limited to, real estate property taxes or special assessments. This is not intended to include any sales or income taxes or fees that may be required pursuant to State or Federal law.
71		
72	EF-CG-GB	See other??
73	NPS §	7. (M) Concessionaire's records and documents:
		With respect to all matters covered by this Agreement concessionaire's records and documents shall be subject at all times to inspection review or audit by the [Town/City/County/State]. Concessionaire will supply [Town/City/County/State] any documentation that may be needed by the (Town/City/County/State) to file required compliance reports to the Secretary of the Interior or his/her delegated representative, NPS.
74		
75	1-25-16	NOT ADDRESSED IN THIS DOCUMENT
76	NOTES	NPS MANDATORY SECTION.
77	ACTION	REVISE AGREEMENT TO INCLUDE.
78	NPS §	8. (M) Operations and Maintenance:
		[Describe Concessionaire obligations (e.g. should offer reasonable prices, minimum hours of operation, seasonal use, courteous service, building requirements, etc.). Describe (Town/City/County/State) obligations, if any. i.e., snow plowing, trash removal, security.]
79		
80	1-25-16	NOT CALLED OUT AS A DEDICATED SECTION AS THE NPS MODEL REQUIRES. NECESSARY FEATURES ARE INCLUDED IN VARIOUS SECTIONS, PARTICULARLY #2 AND 10.
81	NOTES	NPS MANDATORY SECTION.
82	ACTION	REVISE AGREEMENT TO INCLUDE SECTION AND RELOCATE APPLICABLE PASSAGES.
83	EF-CG-GB	This is where the Town can describe the services they want.
84	1-25-16	<b>7. Utilities:</b>
		WILSSA is solely responsible for the design, construction and payment of costs associated with the operation of any utility or security services on the premises.
85		
86		Maintenance??
87	NPS §	19. (M) Assignment and Subletting:
		Concessionaire shall not assign this Agreement or any interest therein, nor let or sublet the said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person. Said let or underlet shall be grounds for termination of Agreement by the [Town/City/County/State] or possible reversion by the USA.
88		
89		<b>8. No Right to Assign or Sublet:</b>
		WILSSA agrees not to assign or sublet any part of the premises without a majority vote of the full Town Council approval following a public hearing and affirmed by the National Park Service to the extent it is required. This provision does not preclude WILSSA from contracting with professional service providers or other vendors to assist in operating the station such as charter boat operators to transport visitors to and from Wood Island.
90	1-25-16	
91	EF-CG-GB	Review iaw NPS model. "Concurrence by the Secretary". Need clarity on "professional service providers". Use NPS Version.
92	NPS §	15. (MA) Maintenance and Repair:
93	1-25-16	<b>9. Maintenance of Structures:</b>
		During and throughout the term of this agreement, WILSSA shall, at its own expense and at no cost or expense to the TOWN, maintain the STRUCTURES in a safe and orderly manner. A 20-year Preservation Agreement describing maintenance and related conditions for the exterior of the STATION (Exhibit C, "Preservation Agreement") has been approved by the designee of the National Park Service and entered into by TOWN as Grantor and the State of Maine as Grantee. That Agreement allows for TOWN to seek other parties to pay for the maintenance costs of the STATION exterior. WILSSA shall maintain the exterior of the STATION in accordance with that Agreement on behalf of the TOWN.
94		
95	EF-CG-GB	What happens if there is major storm damage?



	A	B
96	NPS §	12. (MA) Historic Properties:
97	NPS §	(MA) [restrictions and environmental and usage]
98	NPS §	13. (MA) Alterations and Improvements:
99	1-25-16	<b>10. Restrictions on Use and Activities:</b>
100		During and throughout the term of this AGREEMENT, the use, occupancy and activity of WILSSA, all persons holding by or through WILSSA and all persons who come upon the premises with the consent of the WILSSA are restricted as follows:
101		a. Permitted use. No part of the PREMISES may be used for any purpose other than as described in this CONCESSION AGREEMENT.
102		b. Hazardous use. No part of the PREMISES may be used or occupied for any purpose that is extra hazardous on account of fire, explosion, or toxic or radioactive emission or contamination.
103		c. Environmental protection. All activities on the PREMISES and all uses to which any part of the PREMISES is put must comply in all material respects with Federal, State and local environmental protection statutes, laws, rules and regulations, subject to WILSSA's right to contest the applicability thereof, during which contest WILSSA may not be deemed in non-compliance. WILSSA must not discharge, nor permit or suffer to be discharged, on or into the ground any substance that may endanger or pollute the groundwater supply in any material respect.
104		WILSSA shall promptly execute and comply in all material respects with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, and Local governments having jurisdiction over said premises for the correction, prevention, and abatement of pollution and use of the premises during the term of this Agreement and any renewal thereof.
105		d. Historic Property: The subject property is deemed to be historic (Exhibit D, "Determination of Eligibility") and WILSSA will adequately ensure the preservation of the historic property per the 20 year Preservation Agreement entered into by TOWN as Grantor and the State of Maine as Grantee to maintain the exterior of the building.
106		Also in accordance with that Preservation Agreement, any proposed construction, alteration, remodeling, changes of color or surfacing or any other change that would affect the structural integrity, appearance, cultural use, or archeological value of the property requires express prior written approval of the State of Maine through the Director of the Maine Historic Preservation Commission and will be in compliance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures. WILSSA must submit any proposed changes to the property to the TOWN simultaneously to its submittal for approval to the Director of the Maine Historic Preservation Commission.
107	NOTES	REMOVING AN EXPRESSION OF WILSSA'S RIGHT TO CONTEST WOULD SEEM TO LEAD TO INVOLUNTARY SERVITUDE.
108	ACTION	SUBPARA d HAS AN NPS SECTION (#12). LAST PARA ON ALTERATION DOES, AS WELL (#13)
109	EF-CG-GB	RELOCATE LANGUAGE TO CORRECT NPS SECTION NUMBER. REVIEW LANGUAGE FOR NPS CONCURRENCE.
110	NPS §	Does legal counsel concur with "right to protest" provision?
111		<b>16. (M) Inspection of Concession Areas:</b>
112	1-25-16	Concessionaire shall allow the [Identify Title of Position] representing the [Town/City/County/State]. or his designee and/or the Secretary of the Interior's designated representative, NPS, at any and all reasonable times to inspect any facility operated under this Agreement.
113		<b>11. Inspection:</b>
114	EF-CG-GB	The National Park Service, and the State Historic Preservation Officer, and their duly authorized representatives have the right to enter into and upon the STATION at a reasonable hour for the purpose of inspection for compliance upon reasonable advance notice to WILSSA. The TOWN's Code Enforcement Officer and the Town's public safety personnel, including Fire and Police, have the right to enter into the STATION at any time to perform inspections or undertake any activities within their respective functions and jurisdictions.
115	NPS §	See model provision. Only Code Enforcement & Public safety allowed?
116	1-25-16	<b>23. (M) Surrender: Waste:</b>
117		<b>12. Surrender.</b>
118	NOTES	At the expiration of the initial term or subsequent renewal term of this AGREEMENT, WILSSA shall surrender the STATION to TOWN with all buildings, structures, and other improvements thereon.
		NO ISSUE.



	A	B
119	1-25-16	<b>13. Movable structures.</b>
		Machines, trade fixtures and similar installations which are installed in any building, structure, or other improvement on the premises are not deemed to be part of the realty even though such installations are attached to the floors, walls, or roof of any building or structure or to outside pavements, so long as such installation can be removed without structural damage to any building, structure, or other improvement on the premises; provided, however, that if the removal of any such installation damages any part of the building, structure, other improvement, pavements or premises, WILSSA shall repair such damage and restore said building, structure, other improvement, pavements or premises to the same condition as originally existed upon the issuance of a certificate of occupancy, ordinary and usual wear and tear excepted.
120		
121	NPS §	<b>13. (MA) Alterations and Improvements: ALSO SEE SECTION 12 &amp; 13</b>
		[Proposed alterations and improvements shall be described in agreement.] Concessionaire may not make alterations or improvements to the assigned premises without written consent of the [Identify Title of Position] representing the [Town/City/County/State]. Such written consent will not be unreasonably withheld or delayed. Further define [other Titles of Positions] representing the [Town/City/County/State] if necessary for approval. If structural changes are required, the [determine whether [Town/City/County/State] or Concessionaire] shall arrange for and supervise all necessary construction work and be responsible for all costs associated with providing the changes. (If applicable), All construction work must comply with the Historic Properties section of this agreement.
122		
123	NPS §	<b>14. (MA) [disposition of real-personal property]</b>
		[This Agreement should specifically address disposition of any real and/or personal property constructed on or affixed to the site.] Concessionaire acknowledges that the building/property is subject to the possibility of reversion with improvements without compensation to the USA should there be a material breach of noncompliance by the [Town/City/County/State] or the Concessionaire for not adhering to covenants and agreements contained within Exhibit A.
124		
125	NOTES	NO ISSUE. SEE ALSO #10 ABOVE #13 & REPAIR AGREEMENT
126	ACTION	REVISE TO CORRECT SECTION.
127	NPS §	<b>3. (MA) Personal Property:</b>
128	1-25-16	<b>14. Personal Property.</b>
		Any and all personal property of every kind and nature whatsoever, whether or not attached to or installed in any building, structure, or other improvement which WILSSA places in, upon, or about the premises during the term hereof may be removed there from prior the expiration of the term of this agreement and remain the personal property of WILSSA.
129		
130	NOTES	NO ISSUE.
131	NPS §	<b>18. (OA) Insurance:</b>
132	1-25-16	<b>15. Insurance.</b>
		WILSSA shall at its sole expense during the term of this agreement maintain insurance per the specifications and minimum limits set forth herein.
133		a. Commercial General Liability on an occurrence, as opposed to claims made, basis with general aggregate limit applicable per project and per location.
134		Each occurrence limit: \$1,000,000
135		General aggregate limit: \$2,000,000
136		Products/Completed operations aggregate limit: \$2,000,000
137		b. An additional insured provision is to apply to the TOWN and its respective officers, officials, agents, and employees on a primary, non-contributory basis.
138		c. Automobile liability for owned, hired, and non-owned autos with combined single limit each accident of \$1,000,000. An additional insured, or designated insured, provision is to apply to the TOWN and its respective officers, officials, agents, and employees.
		d. If there are any employees, workers' compensation insurance to comply with the requirements of Maine statute, plus employers' liability for:
139		Each Accident: \$1,000,000
140		Each Employee (disease): \$1,000,000
141		Policy Limit (disease): \$500,000
142		f. If required by Federal Statute, coverage to comply with the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950) and/or Merchant Marine Act, 1920 (46 USC Section 688) commonly referenced as the "Jones Act".
143		
144		

	A	B
145		g. All policies required by this AGREEMENT are to be provided by a company, or companies, admitted to conduct business in the STATE OF MAINE. All policies shall be so written that the Kittery Town Manager will be notified of cancellation at least ten (10) days prior to the effective date of such cancellation. A certificate of insurance from WILSSA's insurance carrier showing at least the coverage and limits of liability specified above and the inception and expiration dates shall be filed with the Town Manager at least seven (7) calendar days before operations are begun.
146		h. WILSSA agrees to require that any written Agreements between WILSSA and any of its service or material provider(s) will require the same provisions, coverages, and limits as in this Article 15. WILSSA shall obtain an endorsement to its Commercial General Liability policy to cover WILSSA's obligations under this Article.
147	NOTES	PROPERTY & CASUALTY COVERAGE NOT SPELLED OUT. TA HAS "RESTRICTIVE AMENDMENT".
148	EF-CG-GB	Should go with the "restrictive amendment" provision. Are the amounts of coverage enough?
149		<b>Other Terms and Conditions</b>
150	NPS §	17. (M) Indemnity:
151		<b>16. Indemnity and Limitation of Liability</b>
1-25-16		1. WILSSA hereby agrees to indemnify, defend and hold harmless the TOWN and its respective officers, officials, agents, employees, members of boards and committees, with respect to the equipment, work and materials that WILSSA or its subcontractors, employees, agents or representatives have agreed to perform and supply under this AGREEMENT from and against all expenses, losses and claims, demands, payments, suits, actions, liabilities, recoveries, and judgments of any nature and description, other than as a result of the sole negligence of the TOWN, including reasonable attorney's fees, resulting from claims arising out of or related to any act or omission of WILSSA, its agents, employees, contractors, representatives for service or materials provided, in the work and materials that WILSSA has agreed to perform and supply under this AGREEMENT. This obligation to indemnify, defend and hold harmless does not waive any defense, immunity or limitation of liability which may be available to the TOWN, its officers, agents, or employees under the Maine Tort Claims Act pursuant to 14 M.R.S. §8101 et. seq.
152		
153		2. In the event of the commencement of any action against the TOWN, or its respective officers, officials, agents, employees, or members of boards and committees which is within the scope of this indemnification, the TOWN will give notice thereof to WILSSA within fifteen business days after the TOWN is formally noticed in any such action, and, after consultation with TOWN, WILSSA will have the right to select and furnish counsel for the defense of any such action, at no cost or expense to the TOWN.
154		3. The TOWN'S failure to give timely notice to WILSSA of the commencement of any such action does not relieve WILSSA of its obligations under this section unless such failure to give timely notice causes actual prejudice to WILSSA's ability to defend any such claim. Except for settlements involving only the payment of money, no settlement which creates an obligation for the TOWN of any such action, or any claim therein, may be made by WILSSA or by counsel selected by WILSSA, without the approval of the TOWN, which approval may not be unreasonably withheld.
155		4. The extent of WILSSA's indemnification and hold harmless is not limited by the requirements for liability insurance under this Agreement.
156		5. The provisions of this Article survive the termination of this AGREEMENT.
157	NOTES	ACRONYM ERRORS. NO ISSUE.
158		<b>17. Force Majeure</b>
159		WILSSA is not liable for any loss or damage due to failure or delay in performance under this AGREEMENT resulting from any unusual or unavoidable cause beyond WILSSA's reasonable control including, but not limited to: acts of God; acts or omissions of civil or military authority; fires; floods; epidemics; quarantine restrictions; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; sabotage; or unusual delay in transportation.
160	EF-CG-GB	What happens here? Repair

	A	B
161	NPS §	25. (M) Waiver:
162	1-25-16	18. Waiver:
	1-25-16	Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, is not deemed to be a waiver by said party of any of said party's rights hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of this AGREEMENT may be deemed a waiver of breach of any other provision of this AGREEMENT or a consent to any subsequent breach of the same or any other provision. If any action by either party requires the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion may not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this agreement, upon any breach, are distinct, separate and cumulative and not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, may be deemed to be an exclusion of any other.
163		
164	NOTES	NO ISSUE.
165	NPS §	11. (M) Non-discrimination:
		(Town/City/County/State) and Concessionaire agree to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the previously described property, including, but not limited to:
		All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);
		Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;
		The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
		Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;
		The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151), which requires facilities located on the property to be accessible to the physically handicapped; and
		The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.
166		
167	1-25-16	19. Non-discrimination:
		Within the 20 year Preservation Agreement entered into by TOWN as Grantor and the State of Maine as Grantee to maintain the exterior of the building, the TOWN agreed to comply with certain State and Federal laws relating to nondiscrimination on the basis of race, religion, national origin or disability. WILSSA shall comply with those same terms and conditions.
168		
169	EF-CG-GB	Use NPS model language.
170	NPS §	27. (M) Acknowledgement:
	NPS	This Agreement and the obligations of the parties hereto are subject to the terms and conditions set forth in the deed from the United States of America to the [Town/City/County/State], dated , and recorded at [County] Registry of Deeds/Clerks Office at Book , Page , and the current Program of Utilization which governs the use of the assigned property. Violations of the said terms and conditions may be grounds for reversion to the United States of America, at its discretion and termination of this Agreement. Concessionaire owned personal and real property improvements associated with the real property, may be subject to seizure, without compensation, by the USA.
171		
172	1-25-16	20. Acknowledgement:
	1-25-16	This AGREEMENT and the obligations of the parties hereto are subject to the terms and conditions set forth in the Deed from the USA to the TOWN, dated the 27th day of February, 1973, and recorded at York County Registry of Deeds/Clerks Office at Book 1985, page 201, and the current Program of Utilization which governs the use of the PREMISES.
173		
174	EF-CG-GB	Use NPS model language.

	A	B
175	1-25-16	<b>21. Retention of Earnings:</b> WILSSA may retain any and all income from any fees or any other income from any activities authorized to be conducted by WILSSA pursuant to the terms of this AGREEMENT. Those activities and their fees include, but are not limited to, admissions fees, rental fees, docking and mooring fees, membership fees, merchandise sales, food and beverage sales, lodging fees and royalties. The scheduling and marketing of such authorized activities are at the sole discretion of WILSSA. The values of all such fees and costs, which may be set from time to time at the sole discretion of WILSSA, are to be retained in full by WILSSA for the benefit of STATION and its Purpose, Use and Maintenance. However, fees charged for admission to the Museum will be reasonably nondiscriminatory and comparable to fees charged at similar facilities in the area.
176	1-25-16	
177	NOTES	"FEES CHARGED" REPEATS FROM SECTION 2. CONSIDER MUTUALLY AGREEABLE PROVISION AND MOVE TO SECTION 6.
178	EF-CG-GB	Activities must be determined. Marina operation? It appears clear that WILSSA fee intentions are not unreasonable, subject to the question of how lodging, docking, mooring, and membership may apply. The concern is that in NPS' view, this is not a "retention of earnings issue", but a question of what the specific operation is. Requesting further explanation, and perhaps, example language from an existing approved agreement for clarification.
179	NPS §	<b>26.(M) Termination:</b>  This Concession Agreement shall terminate automatically upon the occurrence of any of the following events: a. The [Town/City/County/State] unilaterally terminates the Agreement upon (select number of days) days written notice for any cause whatsoever and specifying the date of termination. b. Concessionaire materially violates any provision of the Agreement. c. The expiration of the term of this Agreement or any renewal thereof. d. [Describe any conditions that may allow the Concessionaire to voluntarily terminate this agreement].
180	NPS	
181	1-25-16	<b>22. Termination</b>
182		<b>A. TOWN may terminate this AGREEMENT if WILSSA:</b>
183		1) Is in substantial breach of a provision of this AGREEMENT.
184		2) If WILSSA ceases to be an active, functioning nonprofit corporation registered to do business under the laws of the STATE of MAINE.
185		When any of the above conditions exist, TOWN may, without prejudice to any other rights or remedies of TOWN and after giving WILSSA thirty days written notice to remedy above condition and the condition has not been remedied, terminate this AGREEMENT:
186		<b>B. WILSSA may terminate this AGREEMENT if TOWN:</b>
187		1) Is in substantial breach of a provision of this AGREEMENT document.
188		If the above conditions exist, WILSSA may, without prejudice to any other remedies or WILSSA and after giving the TOWN thirty (30) days written notice to remedy the above condition and the condition has not been remedied, terminate the AGREEMENT without penalty.
189	EF-CG-GB	See model statement of town authority. Activities must be determined. Does town agree that WILSSA may terminate as stated?
190	NPS §	<b>28. (M) Notice:</b>
191	1-25-16	<b>23. Notice:</b> Whenever notice is required to be given under the terms of this License, such notice must be in writing and either hand delivered or mailed by certified mail, return receipt requested:
192		If to the WILSSA, to:
193		Wood Island Life Saving Station Assoc.
194		PO Box 11
195		Kittery Pt, ME 03905
196		If to TOWN, to:
197		Town Manager
198		Town of Kittery
199		200 Rogers Road
200		Kittery, ME 03904
201		or to such other addresses as WILSSA or TOWN designate for themselves in the same manner.
202		
203	EF-CG-GB	"Whenever notice" not the same as "Any notice". Should include SHPO. Others?

	A	B
204	NPS §	20. (M) Amendment to Concession Agreement:
205	1-25-16	<b>24. Amendment to Concession Agreement:</b>
	1-25-16	This CONCESSION AGREEMENT contains all the terms and conditions between the parties, and no alteration, amendment, or addition is valid unless in writing and signed by WILSSA and a majority vote of the full Kittery Town Council. If an amendment is made, written concurrence by the Secretary of the Interior or designee is required in compliance and accordance with the TOWN's Deed from the Department of the Interior.
206		
207	NOTES	NO ISSUE.
208	1-25-16	<b>25. Other Items:</b>
		The terms of the Repair, Maintenance and Use Agreement (Exhibit B, "Compromise Agreement", dated January 19, 2016), remain in effect throughout the duration of this CONCESSION AGREEMENT or any renewal term.
209		
210	NPS §	21. (M) Laws and Regulations:
		Concessionaire is aware of and agrees that it will use the assigned premises so as to conform with deeded environmental and usage controls and not violate any laws, regulations and /or requirements of the United States of America and/or State of [insert state] and/or any ordinance, rule or regulation of the [Town/City/County/State] now or hereafter made, relating to the use of the premises.
211		
212	1-25-16	<b>26. Governing Law</b>
213		This AGREEMENT is governed and interpreted by Maine law.
214	EF-CG-GB	Use Model language.
215	1-25-16	<b>27. Severability of Provisions</b>
		If any provision or any portion thereof contained in this AGREEMENT is held unconstitutional, invalid or unenforceable by a court of jurisdiction, the remainder of this AGREEMENT shall be deemed severable, shall not be affected, and shall remain in full force and effect.
216		
217	EF-CG-GB	Check with Town Attorney.
218	1-25-16	<b>28. Captions:</b>
	1-25-16	The captions to the paragraphs herein are for convenience only and are not to be deemed inclusive; the Concession Agreement must be interpreted based upon its entire context.
219		
220	EF-CG-GB	What does this mean?
221	NPS §	22. (OA) Signage:
		Concessionaire shall place no sign or advertisement upon any location of the property unless prior written approval has been granted by the [Identify title of position] representing the [Town/City/County/State], and the [identify title of position] shall have the right, without first notifying Concessionaire, to remove at the expense of Concessionaire, any sign or signs that may be erected without prior approval.
222		
223	1-25-16	OPTIONAL CONSIDERATION NOT INCLUDED. COVERED EXTENSIVELY IN TOWN ORDINANCE.
224	ACTION	ADD TO REVISED AGREEMENT REFERENCING TITLE 16 REQUIREMENT
225	NPS §	24. (M) Liens:
		Concessionaire shall keep the assigned premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Concessionaire during the term of this Agreement or any extension or renewal thereof.
226		
227	1-25-16	NOT INCLUDED IN THIS DOCUMENT
228	NOTES	ADDRESSED IN SEPARATE REPAIR AGREEMENT. MANDATORY FOR THIS AGREEMENT.
229	ACTION	REVISE AGREEMENT TO INCLUDE.
		<b>IN WITNESS WHEREOF</b> , the parties have set their hands and seals or caused this agreement to be signed by their properly authorized corporate officers and caused their corporate seals to be hereunto affixed this day of , 2016.
230		
231		<b>TOWN, by:</b>
232		[Name] [Title] [Address] [Town, State, Zip Code]
233		<b>WITNESS:</b>
234		<b>WILSSA, by:</b>
235		[Name] [Title] [Address] [Town, State, Zip Code]
236		<b>WITNESS:</b>
237		<b>EXHIBIT A: Quitclaim Deed</b>
238		<b>EXHIBIT B: Repair, Maintenance, and Use Agreement (Compromise Agreement)</b>
239		<b>EXHIBIT C: Preservation Agreement</b>
240		<b>EXHIBIT D: Determination of Eligibility</b>



From: **LaForest, Elyse** <elyse\_laforest@nps.gov>  
Date: Tue, May 3, 2016 at 4:27 PM  
Subject: Re: Meeting Notes  
To: Gary Beers <gbeers.ktc@gmail.com>, Carol Granfield <cgranfield@kitteryme.org>

Gary and Carol:

I have reviewed the documents and it does appear you managed to transcribe my notes and compile the issues we talked about very well.

We did talk about "what does the town want" and about being specific in the "scope of work."

While we did not discuss this, here are some thoughts: The town wants (and is committed) to stabilize the building and maintain it for 20 years. So that should be a basic. Restoring the building so it is a functional museum is, I think, optional. That's why the town was equivocal in the "shall/may" area of operation of the museum. If that's the case, then the agreement should say so, but should then provide for contingency. In the event WILSSA does not open a museum.... what does the town want in the building. Or maybe, if no museum is opened, WILSSA shall just maintain the exterior. But don't just leave it "To whatever WILSSA wants to do." The Town has allowed itself no leverage in these agreements.

The point is, if the museum is NOT opened, which we consider to be a recreational use, what other recreational use will WILSSA provide. (Not lodging and not a private club.) And if the Town wants to allow docent lodging, we MAY consider it.... if it is clearly defined and everyone knows what is allowed and what is not. However, I find it odd, that docents (aren't they typically volunteers) would be required to pay for lodging. Anyway, I don't want to bog down here.

There are many things that the town may "understand" but because they are not articulated, this is a very weak agreement (at least from the Town's perspective). So "understandings" should be put in writing as part of the "scope."

I still, even with your explanation of the way the repair agreement and the concession agreement are supposed to work, do not see them working that way. I would prefer to see them combined into one document. Or if you must have two, draft (using the template) a repair agreement and move maintenance and use into the concession agreement. The repair agreement should end, at some point and the concession agreement would then commence. Actually, while the Repair Agreement signed in October 2013 does not follow our template... it actually provides for fixing the exterior of the building, and then "discussing" future use with WILSSA.

Also, the Letter of Credit area: This is more than "may consider." I don't believe "in kind contributions" can be factored into a letter of credit. My understanding is that the LOC would be used if WILSSA "walks away." This is how the Town would continue the project. So if WILSSA has walked away, how could the town use "in kind contributions."

Should there be a date the letter of credit is released? After exterior reconstruction... after museum opens.... or is the town keeping the LOC forever? I bring this up, because I asked (in the termination section what would happen after a disaster). Would there still be a letter of credit after X years of operation?

And related to termination... for disaster or other, there should be a contingency plan or a "plan for a plan." If there is a fire or disaster what happens to the obligation under the grant??? And what happens if the building is fine, but weather wipes out the pier? I know you can't quantify "unknowns" but .... if a pier is allowed to be built, and it is destroyed or damaged, who is responsible to fix it?

And as to "term:" I understand the 20-year obligation to the state. If the agreement is rewritten acceptably, preserving the Town's rights appropriately, we MAY be agreeable to 20 years for the first term. However, renewals after that should NOT be 20 years.

I'll end here!

Thank you and Carol for meeting with me. I am certainly available if you need further clarifications.

Regards

Elyse